

St. Clairsville, Ohio

July 6, 2016

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 \$334,505.55

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHER FOR THE GENERAL FUND

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the bill that has 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 following bill allowed:

IN THE TOTAL AMOUNT OF \$19,457.00 for Port Authority additional allocation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

M60 CARE AND CUSTODY FUND/JUVENILE COURT

FROM	TO	AMOUNT
E-0400-M060-M24.000 Other Expenses-YSSP	E-0400-M060-M60.002 Salaries-Truancy	\$6,000.00
E-0400-M060-M24.000 Other Expenses-YSSP	E-0400-M060-M61.003 PERS-Truancy	\$2,000.00
E-0400-M060-M24.000 Other Expenses-YSSP	E-0400-M060-M63.005 Medicare	\$500.00
E-0400-M060-M24.000 Other Expenses-YSSP	E-0400-M060-M64.008 Insurances	\$422.28

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve the following transfers between funds as follows:

P05 WWS #3-REVENUE FUND AND OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$28,000.00
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$7,500.00
E-3702-P005-P34.074 Transfers Out	R-9311-O011-O04.574 Transfers In	\$3,000.00

T08 DOMESTIC VIOLENCE GRANT/SHERIFF AND THE GENERAL FUND

FROM	TO	AMOUNT
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries-Admin	\$7,842.90
E-5105-T008-T02.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$1,419.56
E-5105-T008-T03.006 Health Insurance	E-0256-A014-A06.006 Group Liability	\$2,956.52
E-5105-T008-T04.004 Workers Comp	E-0256-A014-A14.004 Workers Comp	\$313.72
E-5105-T008-T08.005 Medicare	E-0256-A014-A07.005 Medicare	\$78.42

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the following dates:

****JANUARY 4, 2016****

N29 CAPITAL PROJECTS-FACILITIES FUND

E-9029-N029-N02.055	Courthouse Bldg. Repair	\$10,833.90
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Additional cost for clean-up of Courthouse attic/Panhandle Cleaning & Restoration C/O #1

****JULY 6, 2016****

GENERAL FUND

E-0170-A006-G12.000	Indigent Clients-Payment to State	\$1,166.40
E-0257-A015-A14.000	Attorney Fees	\$1,263.60

L01 SOIL CONSERVATION FUND

E-1810-L001-L07.000	Service Fees	\$1,833.33
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M64 PLACEMENT SERVICES-JUVENILE COURT FUND

E-0400-M064-M05.000	Placement Costs	\$11,326.18
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N41 ISSUE TWO MONIES/AUDITORS

E-9041-N041-N10.055	Project Payments	\$5,294.91
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OAKVIEW JUVENILE-VARIOUS FUNDS

E-8010-S030-S40.000	Grant Holding Account	\$13,800.50
E-8010-S030-S72.000	Capital Repairs	\$80.00
E-8012-S032-S00.000	Activity Fund	\$65.00

S89 COMMON PLEAS COURT-GENERAL SPECIAL PROJECTS FUND

E-1572-S089-S02.000	Guardian Ad Litem	\$6,163.62
<u>T08 DOMESTIC VIOLENCE GRANT/SHERIFF</u>		
E-5101-T008-T01.002	Salaries	\$7,842.90
E-5105-T008-T02.003	PERPS/SPRS	\$1,419.56
E-5105-T008-T03.006	Health Insurance	\$2,956.52
E-5105-T008-T04.004	Workers Comp	\$313.72
E-5105-T008-T08.005	Medicare	\$78.42
<u>SHERIFF/VARIOUS FUNDS</u>		
E-0131-A006-A09.000	Medical Expenses	\$756.98
E-0131-A006-A21.000	Towing & Storage	\$750.00
E-0131-A006-A23.000	Sheriffs Background Checks	\$165.00
E-0131-A006-A24.000	E-SCORN Expense Fund	\$201.00
E-1652-B016-B02.000	DUI	\$16.00
E-5100-S000-S01.010	Supplies	\$6,456.48
E-5101-S001-S06.000	CCW License	\$117.00
E-5101-S001-S07.012	CCW Equipment	\$38.00
E-9710-U010-U06.000	Other Expenses	\$8,994.27

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR JUNE, 2016**

Motion made by Mrs. Favede, seconded by Mr. Coffland to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of June, 2016.

Gross Wages P/E 06/11/16 THRU 06/25/16	TO		
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	6,118.83
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	799.68
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	358.40
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	2,834.76
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,824.87
CO. CT. APPT. EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	201.60
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,742.54
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	2,696.20
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	731.28
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,472.42
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	7,819.52
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	553.22
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,575.92
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,168.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,728.82
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,881.37
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	7,690.16
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,269.69
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,797.24
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	12,103.61
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,906.70
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	864.04
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	2,711.25
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,529.26
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,292.58
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	381.78
			93,086.04
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,467.63
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,278.91
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	469.53
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	

Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	521.54
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	455.49
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	512.75
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	297.78
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	740.88
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	46,593.88
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,031.66
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,020.82
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,882.94
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,408.22
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	3,798.20
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,064.00
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,506.46
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,147.18
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	359.69
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,187.61
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	2,221.92
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	10,620.66
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	645.30
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,232.29
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	176.30
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	36.47
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	116.46
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,130.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	7,335.90
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,675.43
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,796.95
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	27,770.02
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	15,207.66
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	80.60
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	538.96
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,544.03
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	409.52
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	367.72
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,290.44
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	516.60

DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	
			<hr/> 278,028.82

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 July 6, 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 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: SENIOR SERVICES-Donna Steadman to Moundsville, WV, on July 7, 12, 19 & 26, 2016, for a senior center outing at Four Seasons Pool. Donna Steadman to Dennison, OH, on July 21, 2016, for a senior center outing at the Dennison Railroad Train & Depot Museum. Sue Hines to Washington, PA, on July 26, 2016, for a senior center outing at Tanger Outlets. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE PROCLAMATION HONORING MALACHI MELLEMA

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the proclamation in honor of Malachi Mellema.

**PROCLAMATION
IN HONOR OF
MALACHI MELLEMA**

WHEREAS, Malachi Mellema has proven himself a remarkably talented athlete and vital member of the St. Clairsville boys' track team during his first Ohio State Track and Field championship and second career state championship; and

WHEREAS, Malachi Mellema through his commitment and perseverance, achieved the honor of participating in the 2016 OHSAA Ohio Division II State Track and Field Championship held at the Jesse Owens Memorial Stadium at The Ohio State University; and

WHEREAS, Malachi Mellema strengthened Red Devil pride by winning the second state champion title for any male athlete in St. Clairsville history, soaring to victory in the 110M high hurdles; and

WHEREAS, Malachi Mellema, as a high school junior, earned St. Clairsville a total of 18 points, crucial to their Division II victory, through his gold medal in the high hurdles and silver medal in the 300 intermediate hurdles, where he performed his personal best time of 38.08.

WHEREAS, Malachi Mellema brought much pride and community spirit to the St. Clairsville School District and all of Belmont County through his efforts to achieve his personal best this season; and

NOW, THEREFORE, BE IT RESOLVED that the Belmont County Board of Commissioners, on behalf of all county residents, do hereby offer heartfelt congratulations to Malachi Mellema, Head Coach Tony Ciroti, assistant coaches, parents, fans and the entire school district on winning the Division II High Hurdles State Championship Crown and a most successful, memorable season and outstanding representation of Belmont County.

Adopted this 6th day of July, 2016.

BELMONT COUNTY COMMISSIONERS
Mark A. Thomas /s/
Ginny Favede /s/
Matt Coffland /s/

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE NOTICE OF RETIREMENT FOR RICH CAVICCHIA, UNIT SUPPORT WORKER II/SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to accept the notice of retirement for Mr. Rich Cavicchia, Unit Support Worker II, Senior Services of Belmont County, effective July 29, 2016.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT WITH YOUNGBLOOD PAVING, INC./ENGINEERS PROJECT 16-2 APPLYING LIQUID BITUMINOUS

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter into agreement with Youngblood Paving, Inc. in the amount of \$141,300.00 for the Belmont County Engineer's Project 16-2 Applying Liquid Bituminous Material.

**CONTRACT WITH THE BELMONT COUNTY COMMISSIONERS
PROJECT 16-2 APPLYING LIQUID BITUMINOUS MATERIAL**

AUDITOR'S OFFICE, BELMONT COUNTY, OHIO

THIS CONTRACT, made and entered into this 6th day of July, 2016 between the **YOUNGBLOOD PAVING INC**, 2516 State Route 18, Wampum, PA 16157 and Mark A. Thomas, Matt Coffland and Ginny Favede, Commissioners of Belmont County, WITNESSETH that the said **YOUNGBLOOD PAVING INC** hereby agrees to furnish 22,500 gallons of MC-70 and 30,000 gallons of MC-3000 (Liquid Asphalt) for dust control, furnished and applied on roadway, at the rate of 0.25 gallons per square yard or as directed by the County Engineer.

The completion date for this project shall be July 31, 2016.

All work, materials and equipment shall meet the State of Ohio, Department of Transportation Construction and Material Specifications latest edition.

QUANTITY	DESCRIPTION	UNIT BID PRICE	TOTAL BID AMOUNT
22,500 GALLONS	MC-70	\$2.80	\$63,000.00
30,000 GALLONS	MC-3000	\$2.61	\$78,300.00
			\$141,300.00

And it is further understood and agreed by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **YOUNGBLOOD PAVING INC** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS
Mark A. Thomas /s/
Matt Coffland /s/
Ginny Favede /s/

YOUNGBLOOD PAVING INC
 BY: Larry J. Youngblood /s/

CONTRACTORS BOND

KNOWN ALL MEN BY THESE PRESENTS: That we, the undersigned, are held and firmly bound unto the County of Belmont in the penal sum of One Hundred Forty-One Thousand Three Hundred Dollars and Zero Cents (\$141,300.00) for the payment of which well and truly to be made, we do hereby jointly bind ourselves, our Heirs, Executors and Administrators.

Signed and dated this 6th day of July, 2016.

The condition of the above obligation is such that, whereas **YOUNGBLOOD PAVING INC** has this day contracted in writing with the Commissioners of the County of Belmont for furnishing 52,500 gallons of Liquid Bituminous Material in accordance with all specifications for the sum of \$141,300.00.

Now if the said **YOUNGBLOOD PAVING INC** shall well, truly and faithfully do and perform all and singular the conditions and specifications of said Contract, as by the terms and conditions thereof they bound to do, then these presents to be void, otherwise to be and remain in full force.

Signed in the presence of: _____ YOUNGBLOOD PAVING INC
 ? /s/ _____ BY: Larry J. Youngblood /s/

AUDITOR'S CERTIFICATE

I hereby certify that the money for the payment of this Contract is in the Treasury to the credit of the fund which is to be drawn, or has been levied and placed on the duplicate and is in the process of collection and not appropriated for any other purpose.

DATE June 30, 2016 BELMONT COUNTY AUDITOR
 BY: Andrew L. Sutak /s/

CERTIFICATE OF PROSECUTING ATTORNEY

OFFICE OF PROSECUTING ATTORNEY, ST. CLAIRSVILLE, OHIO

APPROVED AS TO FORM
 DATE 7-5-16, 2016 PROSECUTING ATTORNEY
 BY: David K. Liberati /s/ assist

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING
 COMMISSION PRESIDENT, ON BEHALF OF THE BOARD, TO SIGN
 A PERMANENT EASEMENT AGREEMENT WITH ROVER PIPELINE LLC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the Board, to sign a Permanent Easement Agreement with Rover Pipeline LLC, in the amount of \$3,500.00 for 0.0800 acres, Tax Parcel # 32-60012.000, located in Richland Township, for construction of one (1) pipeline.

PROJECT: ROVER PIPELINE LLC

**TRACT #: OH-BE-CC-105.000
 BELMONT COUNTY, OHIO**

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (this "Agreement"), dated July 6, 2016, is between THE BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO, whose mailing address is 101 West Main Street, St. Clairsville, OH 43950, (hereinafter referred to as "Grantor", whether one or more), and ROVER PIPELINE LLC, whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For and in consideration of the sum of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee an exclusive fifty foot (50') wide free and unobstructed permanent easement (the "Permanent Easement") for the right to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, and remove one (1) pipeline (the "Pipeline") along a route selected by Grantee, together with such valves, fittings, meters, corrosion control devices, wires, cables, markers and other equipment and appurtenances, above and below ground, as may be necessary or convenient for operation and maintenance of the Pipeline (collectively with the Pipeline, the "Facilities") in, over, through, upon, across, under, and along land owned by the Grantor depicted in the attached **Exhibit A** (the "Property"). The Permanent Easement shall traverse the Property along a route approximately as shown on **Exhibit A** attached hereto, although the final location of the Pipeline may vary depending on construction necessity or requirements to be determined at the discretion of Grantee. Grantor further grants, sells and conveys unto Grantee a temporary construction easement depicted on the attached **Exhibit A** (the "Temporary Construction Easement") in order to construct the Facilities on the Property, together with additional work space as needed for difficult crossings such as roads, creeks and railroads.

It is further agreed as follows:

1. The right to use the Permanent Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, the Facilities for the transportation of oil, gas and other fluids or substances including water, or any of them, and the products thereof, which may be transported by the Pipeline. Grantee shall have the right of ingress and egress over, across and through the Permanent Easement, the Temporary Construction Easement, and other contiguous land owned by Grantor to survey, conduct reasonable and necessary construction activities, to install or remove structures and objects located within the Permanent Easement and Temporary Construction Easement and for all other purposes necessary and at all times convenient and necessary to exercise the rights granted by this Agreement. The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twenty-four (24) month period and, so states in writing, then the Temporary Construction Easement shall immediately terminate.
2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and adjacent support for and drainage for the Facilities related to this pipeline project.
3. The consideration paid by Grantee in this Agreement includes payment in full and settlement, in advance, for all damages of every kind and character to that part of the Property included within Permanent Easement and the Temporary Construction Easement, including the market value of the Permanent Easement and the Temporary Construction Easement, and for severance damages to the Property caused or to be caused by the construction of the Facilities. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damage

caused to growing crops on the Property located within the Permanent Easement and the Temporary Construction Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the Facilities.

4. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement and the Temporary Construction Easement and will construct and maintain soil conservation devices within the Permanent Easement and the Temporary Construction Easement as may be reasonably required to prevent damage to the Property from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the Facilities and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the Facilities. Grantee shall have the right to install, maintain and use gates in all fences which now cross or may cross the Permanent Easement or which provide access to the Property; and Grantor shall allow Grantee to install its own lock if Grantee so chooses and Grantee shall have access (i.e., interlocking locks) through such gates.

5. Grantor may use the Property within the Permanent Easement and the Temporary Construction Easement for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using the Permanent Easement and the Temporary Construction Easement for agricultural, open space, set-back, density, street, and roadway purposes. Grantor is permitted, after review and approval by Grantee, to construct and install any and all streets and roadways, at any angle of not less than forty-five degrees (45°) to Grantee's Facilities, across the Permanent Easement and the Temporary Construction Easement which do not interfere with, damage, destroy or alter the operation of the Facilities, and Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement and Temporary Construction Easement at any angle of not less than forty-five degrees (45°) to Grantee's Facilities, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement and Temporary Construction Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of any governmental entity having authority over the Permanent Easement and the Temporary Construction Easement. Grantor must notify Grantee in writing before the construction or installation of any streets, roadways, utilities or other encroachments on the Permanent Easement and the Temporary Construction Easement.

6. Notwithstanding paragraph 5 above, Grantor may not use any part of the Permanent Easement or the Temporary Construction Easement if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement or the Temporary Construction Easement for the purposes for which those easements are sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement without the prior written permission of Grantee: (i) construct any temporary or permanent building or site improvements, other than streets and roads as provided for in paragraph 5 above; (ii) drill or operate any well; (iii) remove soil or change the grade or slope; (iv) impound surface water; or (v) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the easement is being acquired may be placed, erected, installed or permitted within or upon the Permanent Easement without the prior written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon Grantor's receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Permanent Easement and the Temporary Construction Easement are granted. Any improvements, whether above or below ground, installed within the Permanent Easement by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement, may be removed by Grantee without liability to Grantor for damages.

7. Grantee, in its sole judgment, has the right to trim, cut down or eliminate trees or shrubbery as may be necessary to prevent possible interference with the operation of the Facilities and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Facilities.

8. Grantor shall, to the extent owned by Grantor, retain all the oil, gas, and other minerals in, on and under the Property, including within the Permanent Easement; provided, however, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals within or on the Permanent Easement, but Grantor will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use, operation and maintenance of the Facilities or Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is sought by Grantee.

9. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder of the Property cannot stray from the fenced pastures.

10. Grantee agrees that after it has exercised its rights to use the Permanent Easement in any manner that disturbs the surface of the Property within the Permanent Easement, it will restore the surface to the condition in which it was in prior to the use of the Permanent Easement except as the surface may be permanently modified by the use of the Facilities within the Permanent Easement. Any surface area of the Temporary Construction Easement that is damaged or disturbed during construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of the Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

11. Grantee shall have the right to adequately mark the Pipeline with permanent line markers, ground placards and test leads in order to promote public safety and the future safe operation of said pipeline, and to meet applicable governmental regulations.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Permanent Easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the Facilities by Grantee and such persons acting on its behalf, excepting, however, any and all claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement and the rights granted hereunder, in whole or in part, to one or more assignees. The Permanent Easement shall be in perpetuity, and the provisions of this Agreement, including all benefits and burdens, shall be a covenant running with the land. The undersigned warrant that they are the owner(s) of the Property and have authority to execute this Agreement on behalf of the parties to this Agreement. Grantor hereby binds itself, its heirs, legal representatives, successors and assigns to warrant and forever defend all and singular the above described easements and rights, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. This Agreement shall be interpreted in accordance with the laws of the state of Ohio and all applicable federal laws.

15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

16. This Agreement contains the entire agreement between the parties with respect to the matters addressed herein. There are no other agreements, promises, representations or understandings as to the matters addressed herein except as expressly set forth herein. The parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

17. If Grantee chooses to horizontally directionally drill, the Grantee shall have the right to permanently clear and maintain a twenty foot (20') wide path within the permanent right-of-way. Further, Grantee has the rights to temporarily during the drilling process during the initial construction of the pipeline, to string Tru-tracker wires by hand outside of, but parallel to, the permanent right-of-way. The Tru-Tracker wires must be located parallel to the centerline, but are offset, and must typically be placed outside of the permanent right-of-way in order to triangulate the location of the drill head. In thickly vegetated areas, some vegetation may be trimmed using hand tools to allow placement of these electric-grid guide wires. Ground and vegetation disturbance will be minimal and no trees over 3 inches diameter at breast height will be cut for guide wire installation.

18. Upon execution of this Pipeline Easement, should the initial construction of the Pipeline not be commenced within five (5) years, then the easement shall be considered abandoned and all right granted hereunder shall revert back to the then record holder of land, and this agreement shall be of no further force or effect; and Grantee shall have no further responsibility or liability to the Grantor, his Tenant, or any third party.

Further, Grantor and Grantee agree that this termination provision shall not apply if Grantee's delay in utilizing the right of way and easement granted herein is caused by or results from acts beyond Grantee's control, including, without limitation, the following events: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) failure by Federal Energy Regulatory Commission to provide timely approval of Rover's project.

19. Grantee agrees that no permanent above-ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing.

20. Notwithstanding anything to the contrary contained within the Permanent Easement Agreement, any necessary future relocation of the Permanent Easement or Temporary Construction Easement, due to unforeseen circumstances beyond Grantee's control, shall be agreed upon by the written mutual consent of Grantor and Grantee herein. Such consent shall not be unreasonably withheld, conditioned or delayed.

The Property, which this permanent easement traverses, is described more properly as Parcel No. 2, Called 21.37 Acres, being part of Section 27, Township 7 North, Range 4 West, Richland Township, recorded in Book 548, Page 767, in the Deed Records of Belmont County, State of Ohio.

Parcel No: 32-60012.000

EXECUTED this 6th day of July, 2016.

GRANTOR:

THE BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO

By: Ginny Favede /s/

Ginny Favede

(Printed/Typed Name)

Its: President

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, ON BEHALF OF THE BOARD, TO SIGN
A PERMAMENT EASEMENT AGREEMENT WITH ROVER PIPELINE LLC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the Board, to sign a Permanent Easement Agreement with Rover Pipeline LLC, in the amount of \$14,281.80 for 0.4900 acres, Tax Parcel # 32-01246.000, located in Richland Township, for construction of one (1) pipeline.

PROJECT: ROVER PIPELINE LLC

**TRACT #: OH-BE-CC-101.000
BELMONT COUNTY, OHIO**

PERMANENT EASEMENT AGREEMENT

This Permanent Easement Agreement (this "Agreement"), dated July 6, 2016, is between BELMONT COUNTY COMMISSIONERS, whose mailing address is 101 West Main Street, St. Clairsville, OH 43950, (hereinafter referred to as "Grantor", whether one or more), and ROVER PIPELINE LLC, whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors and assigns (such entity and its successors and assigns are collectively referred to as the "Grantee"). For and in consideration of the sum of TEN AND No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, sells and conveys unto Grantee an exclusive fifty foot (50') wide free and unobstructed permanent easement (the "Permanent Easement") for the right to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, replace with same or different size pipe, and remove one (1) pipeline (the "Pipeline") along a route selected by Grantee, together with such valves, fittings, meters, corrosion control devices, wires, cables, markers and other equipment and appurtenances, above and below ground, as may be necessary or convenient for operation and maintenance of the Pipeline (collectively with the Pipeline, the "Facilities") in, over, through, upon, across, under, and along land owned by the Grantor depicted in the attached **Exhibit A** (the "Property"). The Permanent Easement shall traverse the Property along a route approximately as shown on **Exhibit A** attached hereto, although the final location of the Pipeline may vary depending on construction necessity or requirements to be determined at the discretion of Grantee. Grantor further grants, sells and conveys unto Grantee a temporary construction easement depicted on the attached **Exhibit A** (the "Temporary Construction Easement") in order to construct the Facilities on the Property, together with additional work space as needed for difficult crossings such as roads, creeks and railroads.

It is further agreed as follows:

1. The right to use the Permanent Easement shall belong to the Grantee and its agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of it for the purposes of establishing, laying, constructing, reconstructing, installing, realigning, modifying, replacing, improving, altering, substituting, operating, maintaining, accessing, inspecting, patrolling, protecting, repairing, changing the size of, relocating and changing the route or routes of, abandoning in place and removing at will, in whole or in part, the Facilities for the transportation of oil, gas and other fluids or substances including water, or any of them, and the products thereof, which may be transported by the Pipeline. Grantee shall have the right of ingress and egress over, across and through the Permanent Easement, the Temporary Construction Easement, and other contiguous land owned by Grantor to survey, conduct reasonable and necessary construction activities, to install or remove structures and objects located within the Permanent Easement and Temporary Construction Easement and for all other purposes necessary and at all times convenient and necessary to exercise the rights granted by this Agreement. The term of the Temporary Construction Easement shall be for a period to extend twenty-four (24) months from the date of construction commencement. However, if Grantee has completed its use of the Temporary Construction Easement prior to the twenty-four (24) month period and, so states in writing, then the Temporary Construction Easement shall immediately terminate.

2. Further, Grantee shall have the right to construct, maintain and change slopes of cuts and fills to ensure proper lateral and subjacent support for and drainage for the Facilities related to this pipeline project.

3. The consideration paid by Grantee in this Agreement includes payment in full and settlement, in advance, for all damages of every kind and character to that part of the Property included within Permanent Easement and the Temporary Construction Easement, including the market value of the Permanent Easement and the Temporary Construction Easement, and for severance damages to the Property caused or to be caused by the construction of the Facilities. Grantor has been paid (or, if leased, Grantor's tenant has been paid) for all damage caused to growing crops on the Property located within the Permanent Easement and the Temporary Construction Easement. However, Grantee will pay Grantor (or if leased to Grantor's tenant) for any damages caused to livestock due to Grantee's construction activities during the periods of the original construction of the Facilities.

4. Grantee will, insofar as practicable, restore the ground disturbed by the Grantee's use of the Permanent Easement and the Temporary Construction Easement and will construct and maintain soil conservation devices within the Permanent Easement and the Temporary Construction Easement as may be reasonably required to prevent damage to the Property from soil erosion resulting from operations of Grantee hereunder. Grantee shall leave the surface as nearly as reasonably possible as it was prior to the construction of the Facilities and will restore all fences as nearly as possible to as good, or better, condition as they were prior to the construction of the Facilities. Grantee shall have the right to install, maintain and use gates in all fences which now cross or may cross the Permanent Easement or which provide access to the Property; and Grantor shall allow Grantee to install its own lock if Grantee so chooses and Grantee shall have access (i.e., interlocking locks) through such gates.

5. Grantor may use the Property within the Permanent Easement and the Temporary Construction Easement for any and all purposes not inconsistent with the purposes set forth in this Agreement. Grantor's uses may include but shall not be limited to using the Permanent Easement and the Temporary Construction Easement for agricultural, open space, set-back, density, street, and roadway purposes.

Grantor is permitted, after review and approval by Grantee, to construct and install any and all streets and roadways, at any angle of not less than forty-five degrees (45°) to Grantee's Facilities, across the Permanent Easement and the Temporary Construction Easement which do not interfere with, damage, destroy or alter the operation of the Facilities, and Grantor may also construct and/or install water, sewer, gas, electric, cable TV, telephone or other utility lines across the Permanent Easement and Temporary Construction Easement at any angle of not less than forty-five degrees (45°) to Grantee's Facilities, provided that all of Grantee's required and applicable spacings, including depth separation limits and other protective requirements are met by Grantor. The use of the Permanent Easement and Temporary Construction Easement by Grantor shall be regulated by all appropriate ordinances, regulations, resolutions or laws of any governmental entity having authority over the Permanent Easement and the Temporary Construction Easement. Grantor must notify Grantee in writing before the construction or installation of any streets, roadways, utilities or other encroachments on the Permanent Easement and the Temporary Construction Easement.

6. Notwithstanding paragraph 5 above, Grantor may not use any part of the Permanent Easement or the Temporary Construction Easement if such use may damage, destroy, injure, and/or interfere with the Grantee's use of the Permanent Easement or the Temporary Construction Easement for the purposes for which those easements are sought by Grantee. Grantor is not permitted to conduct any of the following activities on the Permanent Easement without the prior written permission of Grantee: (i) construct any temporary or permanent building or site improvements, other than streets and roads as provided for in paragraph 5 above; (ii) drill or operate any well; (iii) remove soil or change the grade or slope; (iv) impound surface water; or (v) plant trees or landscaping. Grantor further agrees that no above or below ground obstruction that may interfere with the purposes for which the easement is being acquired may be placed, erected, installed or permitted within or upon the Permanent Easement without the prior written permission of Grantee. In the event the terms of this paragraph are violated, such violation shall immediately be eliminated upon Grantor's receipt of written notice from Grantee or Grantee shall have the immediate right to correct or eliminate such violation at the sole expense of Grantor. Grantor shall promptly reimburse Grantee for any expense related thereto. Grantor further agrees that it will not interfere in any manner with the purposes for which the Permanent Easement and the Temporary Construction Easement are granted. Any improvements, whether above or below ground, installed within the Permanent Easement by Grantor subsequent to the date that Grantee acquires possession of the Permanent Easement, may be removed by Grantee without liability to Grantor for damages.

7. Grantee, in its sole judgment, has the right to trim, cut down or eliminate trees or shrubbery as may be necessary to prevent possible interference with the operation of the Facilities and to remove possible hazards thereto, and the right to remove or prevent the construction of, any and all buildings, structures, reservoirs or other obstructions on the Permanent Easement which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, or convenient operation of the Facilities.

8. Grantor shall, to the extent owned by Grantor, retain all the oil, gas, and other minerals in, on and under the Property, including within the Permanent Easement; provided, however, Grantor shall not be permitted to drill or operate equipment for the production or development of minerals within or on the Permanent Easement, but Grantor will be permitted to extract the oil and other minerals from and under the Permanent Easement by directional drilling and other means, so long as such activities do not damage, destroy, injure, and/or interfere with the Grantee's use, operation and maintenance of the Facilities or Grantee's use of the Permanent Easement for the purposes for which the Permanent Easement is sought by Grantee.

9. Upon completion of the project construction, permanent fencing destroyed or disturbed by project construction activities shall be installed by Grantee, at its sole expense, along the same alignment and approximate location of the Grantor's existing fences. Grantee and its designated contractors, employees and invitees agree to keep all gates in fences closed at all times so that cattle, horses and/or other livestock located on the remainder of the Property cannot stray from the fenced pastures.

10. Grantee agrees that after it has exercised its rights to use the Permanent Easement in any manner that disturbs the surface of the Property within the Permanent Easement, it will restore the surface to the condition in which it was in prior to the use of the Permanent Easement except as the surface may be permanently modified by the use of the Facilities within the Permanent Easement. Any surface area of the Temporary Construction Easement that is damaged or disturbed during construction shall be restored by the Grantee in a reasonably similar manner to its condition immediately preceding Grantee's use of the Temporary Construction Easement to the extent that the surface is not permanently modified by the use of this easement.

11. Grantee shall have the right to adequately mark the Pipeline with permanent line markers, ground placards and test leads in order to promote public safety and the future safe operation of said pipeline, and to meet applicable governmental regulations.

12. Grantee hereby agrees to indemnify and hold Grantor harmless from and against any claim or liability or loss from personal injury, property damage resulting from or arising out of the use of the Permanent Easement by Grantee, its servants, agents or invitees, and the installation, use, maintenance, repair or removal of the Facilities by Grantee and such persons acting on its behalf, excepting, however, any and all claims, liabilities or damages as may be due to or caused by the acts of Grantor, or its servants, agents or invitees.

13. Grantee shall have the right to assign this Agreement and the rights granted hereunder, in whole or in part, to one or more assignees. The Permanent Easement shall be in perpetuity, and the provisions of this Agreement, including all benefits and burdens, shall be a covenant running with the land. The undersigned warrant that they are the owner(s) of the Property and have authority to execute this Agreement on behalf of the parties to this Agreement. Grantor hereby binds itself, its heirs, legal representatives, successors and assigns to warrant and forever defend all and singular the above described easements and rights, unto Grantee, and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

14. This Agreement shall be interpreted in accordance with the laws of the state of Ohio and all applicable federal laws.

15. This Agreement may be signed in counterparts and all such counterparts shall be deemed as originals and binding upon each party executing any counterpart and upon their respective heirs, representatives, successors and assigns. Facsimile signatures shall be deemed as an original signature by the enforcing party.

16. This Agreement contains the entire agreement between the parties with respect to the matters addressed herein. There are no other agreements, promises, representations or understandings as to the matters addressed herein except as expressly set forth herein. The parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

17. Grantee agrees that upon completion of Grantor cutting the timber located within the Grantee's Permanent and Temporary Construction Easement areas, upon notification by the Grantor that the timber has been cut, Grantee agrees to reasonably compensate Grantor for timber damages. Further, Grantor agrees to leave a stump height between two (2') and four (4') feet in place after cutting the trees.

18. If Grantee chooses to horizontally directionally drill, the Grantee shall have the right to permanently clear and maintain a twenty foot (20') wide path within the permanent right-of-way. Further, Grantee has the rights to temporarily during the drilling process during the initial construction of the pipeline, to string Tru-tracker wires by hand outside of, but parallel to, the permanent right-of-way. The Tru-Tracker wires must be located parallel to the centerline, but are offset, and must typically be placed outside of the permanent right-of-way in order to triangulate the location of the drill head. In thickly vegetated areas, some vegetation may be trimmed using hand tools to allow placement of these electric-grid guide wires. Ground and vegetation disturbance will be minimal and no trees over 3 inches diameter at breast height will be cut for guide wire installation.

19. Upon execution of this Pipeline Easement, should the initial construction of the Pipeline not be commenced within five (5) years, then the easement shall be considered abandoned and all right granted hereunder shall revert back to the then record holder of land, and this agreement shall be of no further force or effect; and Grantee shall have no further responsibility or liability to the Grantor, his Tenant, or any third party.

Further, Grantor and Grantee agree that this termination provision shall not apply if Grantee's delay in utilizing the right of way and easement granted herein is caused by or results from acts beyond Grantee's control, including, without limitation, the following events: (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; (i) shortage of adequate power or transportation facilities; and (j) failure by Federal Energy Regulatory Commission to provide timely approval of Rover's project.

20. Grantee agrees that no permanent above-ground appurtenances other than any required cathodic protection test leads, pipeline and aerial markers will be placed on Grantor's property unless mutually agreed to in writing.

21. Notwithstanding anything to the contrary contained within the Permanent Easement Agreement, any necessary future relocation of the Permanent Easement or Temporary Construction Easement, due to unforeseen circumstances beyond Grantee's control, shall

be agreed upon by the written mutual consent of Grantor and Grantee herein. Such consent shall not be unreasonably withheld, conditioned or delayed.

The Property, which this permanent easement traverses, is described more properly as a Called 8.672 Acres, being part of Section 27, Township 7 North, Range 4 West, Richland Township, recorded in Book 649, Page 242, in the Deed Records of Belmont County, State of Ohio.

Parcel No: 32-01246.000

EXECUTED this 6th day of July, 2016.

GRANTOR:

BELMONT COUNTY COMMISSIONERS

By: Ginny Favede /s/

Ginny Favede

(Printed/Typed Name)

Its: President

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, ON BEHALF OF THE BOARD, TO SIGN
A TEMPORARY WORK SPACE PERMIT WITH ROVER PIPELINE LLC**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and authorize Commission President Ginny Favede, on behalf of the Board, to sign a Temporary Work Space Permit with Rover Pipeline LLC, in the amount of \$3,500.00 for 0.0800 acres, Tax Parcel # 32-60011.000, located in Richland Township, to relocate centerline of pipeline off Roscoe Garage property.

**PROJECT: ROVER PIPELINE LLC
TRACT NUMBER: OH-BE-CC-099.000.TWS
BELMONT COUNTY, OHIO**

TEMPORARY WORK SPACE PERMIT

KNOW ALL MEN BY THESE PRESENTS:

That THE BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO, whose mailing address is 101 West Main Street, St. Clairsville, OH 43950 (hereinafter referred to as "Grantor" whether one or more), for valuable consideration received does hereby grant unto ROVER PIPELINE LLC, whose mailing address is 1300 Main Street, Houston, Texas 77002, and its successors, assigns, agents, employees, and contractors, (such entity and its successors and assigns are collectively referred to as the "Grantee"), permission to enter upon the following described tract of land in Belmont County, State of Ohio.

The Property, which this permanent easement traverses, is described more properly as Parcel No. 1, Called 46.63 Acres, being part of Section 27, Township 7 North, Range 4 West, Richland Township, recorded in Book 548, Page 767, in the Deed Records of Belmont County, State of Ohio. Parcel No: 32-60011.000

To construct on the above described tract of land a temporary work space parallel and adjacent to Grantee's pipeline right-of-way, being more particularly described in the Exhibit "A" attached hereto and made a part hereof.

If Grantee chooses to horizontally directionally drill, the Grantee shall have the right to permanently clear and maintain a twenty foot (20') wide path within the permanent right-of-way. Further, Grantee has the rights to temporarily during the drilling process during the initial construction of the pipeline, to string Tru-tracker wires by hand outside of, but parallel to, the permanent right-of-way. The Tru-Tracker wires must be located parallel to the centerline, but are offset, and must typically be placed outside of the permanent right-of-way in order to triangulate the location of the drill head. In thickly vegetated areas, some vegetation may be trimmed using hand tools to allow placement of these electric-grid guide wires. Ground and vegetation disturbance will be minimal and no trees over 3 inches diameter at breast height will be cut for guide wire installation.

TO HAVE AND TO HOLD said Temporary Work Space Permit unto Grantee, its successors, assigns, agents, employees, and contractors, for the period of time necessary to complete the initial construction of the pipeline. This Permit will ipso facto terminate upon the completion of the initial construction of the pipeline.

EXECUTED this 6th day of July, 2016.

GRANTOR:

THE BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO

By: Ginny Favede /s/

Ginny Favede

(Printed/Typed Name)

Its: President

Upon roll call the vote was as follows:

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

Commissioner Coffland noted the board has negotiated with Rover for over a year to try to get the best deal they could for the residents of Belmont County.

**IN THE MATTER OF APPROVING RELEASE OF ROAD USE
MAINTENANCE AGREEMENT/SUMMIT MIDSTREAM UTICA'S LLC**

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the release of a Road Use Maintenance Agreement (RUMA) dated March 16, 2016, from Summit Midstream Utica's, LLC for the use of 0.76 mi.-CR 5 (Glencoe Rd.), per Fred Bennett, Belmont County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION REQUESTING THE
DIRECTOR OF ODOT TO MODIFY SPEED LIMIT ON VARIOUS COUNTY HIGHWAYS**

Motion made by Mrs. Favede, seconded by Mr. Coffland to adopt the resolution requesting the Director of the Ohio Department of Transportation (ODOT) to modify the present speed limit on various county roads.

The Board of Commissioners of Belmont County, Ohio met in regular session on the 6th day of July, 2016, with the following members present:

Ginny Favede, President

Matt Coffland

Mark Thomas

Mrs. Favede moved the adoption of the following:

A RESOLUTION REQUESTING THE DIRECTOR OF THE OHIO DEPARTMENT OF TRANSPORTATION (ODOT) TO MODIFY THE PRESENT SPEED LIMIT ON VARIOUS COUNTY ROADS

WHEREAS, a request has been made to this Board that the statutory vehicular speed limit established by Section 4511.21, Revised Code of Ohio is greater than that considered reasonable and safe on:

County Road 4 Sand Hill Rd. (from TR-308 proceeding north 1.45 miles along CR 4 to SR-149), and
County Road 4 Glens Run Rd. (from SR-647 proceeding east 2.99 miles along CR 4 to SR-7), and
County Road 4 Willow Grove Rd. (from TR-657 proceeding north 1.82 miles along CR 4 to TR-280), and
County Road 6 Sharon Rd. (from CR-14 proceeding north 1.60 miles along CR 6 to US-250), and
County Road 10 Black Oak Rd. (from TR-221 proceeding north 0.60 miles along CR 10 to SR-331), and
County Road 10 Black Oak Rd. (from TR-375 proceeding east 0.87 miles along CR 10 to TR-1126), and
County Road 10 Lafferty Bannock Rd. (from TR-393 proceeding east 2.12 miles along CR 10 to SR-331), and
County Road 10 Black Oak Rd./Lafferty Bannock Rd. (from TR-1126 proceeding east 0.55 miles along CR 10 to TR-393), and
County Road 22 Ferryview Rd. (from US-250 proceeding east 1.42 miles along CR 22 to SR-647), and
County Road 48 Wegee Rd. (from TR-296 proceeding east 0.79 miles along CR 48 to CR-7), and
County Road 72 Mt. Hope Rd. (from Clyde St. proceeding east 0.53 miles along CR 72 to CR-10), and
County Road 102 Sandy Ridge Rd. (from TR-183 proceeding north 1.98 miles along CR 102 to Barnesville Corp.), and

WHEREAS, this Board has caused to be made an engineering and traffic investigation upon the section of road described above, and

WHEREAS, it is the belief of this Board that such investigation confirms the allegation that the statutory speed limit of 55 mph is unrealistic.

NOW THEREFORE BE IT RESOLVED, by the Board of Belmont County Commissioners of Belmont County, Ohio that:

Section 1, By virtue of the provisions of Section 4511.21, Revised Code of Ohio the Director of Transportation is hereby requested to review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit on the above-referenced County Roads in Belmont County, Ohio.

Section 2, That when this Board is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described in Section 1 hereof, standard signs, properly posted and giving notice thereof will be erected.

Mr. Coffland seconded the foregoing Resolution.

A Calling of the roll resulted as follows:

BELMONT COUNTY COMMISSIONERS

Mrs. Favede, Yes

Mr. Coffland, Yes

Mr. Thomas, Yes

IN THE MATTER OF APPROVING AND AUTHORIZING

COMMISSIONER MATT COFFLAND TO SIGN THE OHIO PUBLIC WORKS COMMISSION

PROJECT GRANT AGREEMENT FOR THE BEL-92, BEL 132 & MEAD T-715

BRIDGE REHAB. PROJECT NO. DRT04 /ENGINEER'S

Motion made by Mrs. Favede, seconded by Mr. Thomas to approve and authorize Commissioner Matt Coffland to sign the Ohio Public Works Commission Project Grant Agreement for the BEL-92 , Bel 132 & MEAD T-715 Bridge Rehab, Project No. DRT04, in the amount of \$250,650.00.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL OF THE CONTRACT

BETWEEN BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES

(ON BEHALF OF BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL) AND

THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE HELP

ME GROW EARLY INTERVENTION PROGRAM (PART C)

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the renewal of the contract between Belmont County Department of Job & Family Services, (on behalf of the Belmont County Family and Children First Council) and the Belmont County Board of Developmental Disabilities, for the **Help Me Grow Early Intervention Program (Part C)**, effective July 1, 2016 through June 30, 2017, in the maximum amount of \$66,032.35.

HELP ME GROW EARLY INTERVENTION PROGRAM CONTRACT

This agreement to provide administrative services for the **Help Me Grow Early Intervention Program** is entered into on this **6th day of July, 2016** by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "**Department**" and the Belmont County Board of Developmental Disabilities (TIN 34-6000236), hereinafter referred to as "**Provider.**"

ARTICLE I: PURPOSE

Help Me Grow Service Coordination providers fulfill Part C of the Federal Individuals with Disabilities Education Act for activities which are mandated for children eligible to receive Help Me Grow Early Intervention. Federal funds and state general funds are available to County Family and Children First Councils to be used in conjunction with local and private funds to provide early intervention program oversight as well as coordination of services for infants, toddlers and their families eligible for the program. Specific activities to be provided under this grant are described in the Ohio Administrative Code 3701-8-07, 3701-8-07.1, 3701-8-10 and 3701-8-10.1 to include coordination of screenings; evaluations and eligibility determination; assessments of the child and family; developing, monitoring and reviewing Individualized Family Service Plans (IFSP's); coordinating transition planning conferences and following procedural safeguards to ensure parent's rights.

ARTICLE II: EFFECTIVE DATES

This contraction shall extend from **July 1, 2016 through June 30, 2017**, inclusive, unless otherwise terminated pursuant to Article VI. It may be extended beyond this time period upon the execution of a written amendment pursuant to Article VI contingent upon available funding.

ARTICLE III AMOUNT OF CONTRACT/PAYMENTS

- The payment for services provided in accordance with this provisions of this contract shall not exceed **\$66,032.35** unless both the **Provider** and the **Department** agree upon an amended amount and are contingent upon the availability of funds.
- The **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. The **Provider** will establish and maintain all fiscal records as needed and as required to justify expenditures.
- The **Provider** is to submit an invoice to the **Department** within twenty (20) working days following the last working day of each month.
- The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department**

before such payment is authorized in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.

- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. Any work this grant produces including any documents, data, photographs and negatives, electronic reports, records, software, source code or other media shall become the property of the Ohio Department of Health (“ODH”) which shall have an unrestricted right to reproduce, distribute, modify, maintain and use the work produced. If this grant is funded, in whole or in part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner except as may otherwise be allowed under federal law. The department’s ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the ODH. All materials must clearly state: “This work is funded in whole or in part by a grant awarded by the Ohio Department of Health, Bureau of Children with Developmental and Special Health Needs, Help Me Grow Early Intervention Program and as a sub-award of a grant issued by the U.S. Department of Education under Part C of IDEA Grant, grant award number [H181A1200241] and CFDA number [84.181A].”
- C. The **Provider** will comply with all applicable federal and state regulations, rules, statutes and guidelines regarding the expenditure of funds and program requirements including, but not limited to, OMB Circular A-87, CMIA regulations and HHS grant guidelines and ODJFS rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow program including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may, from time to time, as it deems appropriate and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Department** as necessary to ensure understanding and the success of completion of the contract activities.

ARTICLE V: DELIVERABLES

During the term of this contract, the **Provider** will ensure that each child in early intervention is assigned one service coordinator who will serve the family as the service coordinator as soon as possible after the program referral but in enough time to complete service coordination activities in the time frames required. The **Provider** will ensure that the service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family (e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child’s medical home and coordination transition). The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

ARTICLE VI: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the Executive Director of the **Provider** and the Director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designation for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible but not later than ten (10) days upon receipt of such information or determination. All reimbursements to the **Provider** will cease on the date specified in the ten (10) day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to the **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or the **Provider** has violated any provisions of this agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE VII: LIMITATION OF LIABILITY

The **Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Department** for any judgements for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services or materials furnished. If the **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Department’s** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and executing this contract agreement, the **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The **Provider’s** certification of compliance with each of these conditions is considered to be a material representation of fact upon which the **Department** relied in entering into this contract agreement.

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker’s compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct

business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Department** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.

- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Department**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Department**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE IX: CONSTRUCTION

This contract shall be governed, construed and enforced in accordance of the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<u>Vince Gianangeli /s/</u>	<u>6-24-16</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Stephen L. Williams /s/</u>	<u>6-24-16</u>
Stephen L. Williams, Superintendent	Date
Belmont County Board of Developmental Disabilities	
<u>Ginny Favede /s/</u>	<u>7-6-16</u>
Ginny Favede, President	Date
Belmont County Board of Commissioners	
<u>Matt Coffland /s/</u>	<u>7-6-16</u>
Matt Coffland, Vice-President	Date
Belmont County Board of Commissioners	
<u>Mark Thomas /s/</u>	<u>7-6-16</u>
Mark Thomas, Commissioner	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>David K. Liberati /s/ assist</u>	<u>6-27-16</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES AND COMMUNITY ACTION COMMISSION OF BELMONT COUNTY FOR WORK EXPERIENCE; LEADERSHIP DEVELOPMENT OPPORTUNITIES AND ADULT MENTORING FOR IN-SCHOOL YOUTH AND OUT-OF-SCHOOL YOUTH/2016

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve and sign the Purchase of Performance of Services Contract between the Belmont County Dept. of Job & Family Services and the Community Action Commission of Belmont County, in the maximum amount of \$140,000.00 for the Work Experience; Leadership Development Opportunities and Adult Mentoring for In-School Youth and Out-of-School Youth for Program Year 2016.

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

Whereas, this contract, entered into on the 6th day of **July, 2016**, 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: Work Experience; Leadership Development Opportunities and Adult Mentoring for In-School Youth and Out-of-School Youth that meet the requirements and standards of the Comprehensive Case Management and Employment Program (CCMEP), which is jointly funded with Workforce Innovation and Opportunity Act (WIOA) and Temporary Assistance to Needy Families (TANF), as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to provide Work Experience; Leadership Development Opportunities and Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County for Program Year 2016 (July 1, 2016-June 30, 2017). These services are three (3) of the fourteen (14) elements for youth required by the CCMEP. The Purchaser has agreed to provide Comprehensive Case Management and Employment Program funds, which is jointly funded with WIOA Youth Funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) to the Contractor in order for the Contractor to provide the program's services to eligible youth, to provide staff to operate the program and to assist youth in gaining employment and further education. Eligible youth are those eligible for the Comprehensive Case Management and Employment Program In-School and Out-of-School Youth services as determined by the Purchaser.

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 for Program Year 2016 will become effective on July 1, 2016. The termination date of this contract is June 30, 2017. This contract may be renewed for up to one (1) additional Program Years based upon contractual review and performance review by the Purchaser and as approved by the Workforce Development Area 16 Workforce Development Board.

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 customer.

Basic Skills Deficient

A youth who has English reading, writing or computing skills at or below the eighth (8th) grade level on a generally accepted standardized test or who is unable to compute or solve problems or read, write or speak English at a level necessary to function on the job, in the individual's family or in society.

Attending School

An individual who is enrolled and/or attending secondary or post-secondary school.

Out-of-School Youth Eligibility Requirements

Eligibility for out-of-school youth, who at the time of enrollment is:

- a. Not attending any school;
- b. Not younger than age 16 or older than age 24; and
- c. Has one (1) or more of the following barriers:
 - A school dropout;
 - A youth who is within the age of compulsory school attendance but has not attended school for at least the most recent complete school year calendar quarter;
 - A recipient of a secondary school diploma or its recognized equivalent who is a low income individual and is basic skills deficient or an English language learner;
 - An individual who is subject to the juvenile or adult justice system;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - An individual who is pregnant or parenting;
 - A youth who is an individual with a disability; or
 - A low income individual who requires additional assistance to enter or complete an educational program or to secure or hold employment as defined by the local area.

Out-of-School Priority

For any Program Year, not less than seventy-five percent (75%) of the funds available to local areas shall be used to provide youth workforce investment activities for out-of-school youth.

In-School Youth Eligibility Requirements

Eligibility for in-school youth, who at the time of enrollment, is:

- a. Attending school;
- b. Not younger than age 16 or (unless an individual with a disability who is attending school under state law) or older than age 21;
- c. Is a low income individual; and
- d. Has one (1) or more of the following barriers:
 - Basic skills deficient;
 - An English language learner;
 - An offender;
 - A homeless individual [as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 USC 14043e-2(6)), a homeless child or youth [as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 USC 11434a(2)), a runaway, in foster care or has aged out of the foster care system, a child eligible for assistance under the John H. Chafee Foster Care Independence Program or in an out-of-home placement;
 - Pregnant or parenting;
 - An individual with a disability; or
 - An individual who requires additional assistance to complete an education program or to secure or hold employment as defined by the local area.

Five Percent (5%) Limitation of In-School Youth Eligibility

Not more than five percent (5%) of in-school youth may be eligible based upon being an individual who requires additional assistance to complete an educational program or to secure or hold employment.

Participation

The point at which the individual has been determined eligible for youth program services, has received an assessment and has received or is receiving at least one (1) program element and is the point at which the individual is to be included in calculations for performance measures.

Work Experience

Work Experience may take place in the private sector, the non-profit sector or the public sector. Work experience provides the youth participant with opportunities for career exploration and skill development. Work experience must include academic and occupational education. The types of work experience include summer employment opportunities and other employment opportunities available throughout the year, pre-apprenticeship programs, internships and job shadowing and on-the-job training opportunities. This program reflects the integrated education and training model and requires education and training to occur concurrently and contextually with workforce participation activities and workforce training. This element describes how workplace preparation activities, basic academic skills and hands-on occupational skill training are to be taught within the same time frame and connected to training in a specific occupation, occupational cluster or career pathway. Not less than twenty percent (20%) of the youth program funds shall be used to provide in-school and out-of-school youth with work experience activities. WIOA youth programs must track program funds spent on paid and unpaid work experience including wages and staff costs for the development and management of work experience and report such expenditures as part of the local WIOA youth financial reporting.

Leadership Development

Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.

Adult Mentoring

One-to-one supportive relationship between an adult and a youth based on trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.

Follow-Up Services

Activities after completion of participation to monitor youths' success during their transition to employment and further education and to provide assistance as needed for a successful transition.

Employability Skills

Employability skills provide a participant with exposure to the work 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.

Post-Secondary Education

A program at an accredited degree granting institution that leads to an academic degree (e.g. AA, AS, BA, BS). Does not include programs offered by degree granting institutions that do not lead to an academic degree.

Qualified Apprenticeships

A program approved and recorded by the ETA/Bureau of Apprenticeship and Training (BAT) or by a recognized State Apprenticeship Agency (State Apprenticeship Council). Approval is by certified registration or other appropriate written credential.

Military Service

Reporting for active duty.

Performance

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

Proportional Payment

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

Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act. All WIOA youth participants are required to participate in CCMEP no later than December 31, 2016.

CCMEP

On June 30, 2015 Ohio House Bill 64, the state's biennial budget, was signed into law. Section 305.190 of the bill establishes the Comprehensive Case Management and Employment Program (CCMEP). Effective July 1, 2016, CCMEP will be jointly funded with WIOA youth funding and CCMEP TANF funding to serve 16 to 24 year olds. Ohio Works First (OWF) work required recipients ages 16 to 24 and WIOA youth participants will be required to participate. Ohio Works First (OWF) non-work required recipients ages 16 to 24 and those ages 16 to 24 receiving Prevention, Retention and Contingency (PRC) and/or TANF funded non-assistance may voluntarily participate. Guidance for CCMEP may be accessed at: <http://humanservices.ohio.gov/CCMEPImplementation/index.stm>.

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor shall make available Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth.
2. The Contractor shall develop a curriculum for youth based on the provided elements. The Contractor shall develop a grading system which indicates a youth's progress in learning and understanding the curriculum.
3. The Contractor shall pay all wages or stipends to participants.
4. The Contractor is responsible for worker's compensation, social security, FICA or any other costs related to the employment of the participants.
5. The Contractor shall find placements for participants in businesses, government entities, non-profits, etc.
6. The Contractor is responsible for monitoring each participant's activities after they are placed in Work Experience.
7. Prior to exiting participants, the Contractor agrees to exhaust all efforts to help them obtain appropriate positive outcomes such as high school graduation, gain unsubsidized employment, enrollment in post-secondary education, etc.
8. The Contractor is responsible for collecting and reviewing all participants' work attendance sheets.
9. The Contractor is responsible for any disciplinary actions to be taken due to a participant's behavior.
10. The Contractor may refer potential participants to the Purchaser for eligibility determination.
11. The Contractor shall employ the necessary staff to operate the program. When available, the Contractor's staff will also assist One-Stop customers in the OhioMeansJobs Center. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and will only bill for staff hours related to the CCMEP Youth or One-Stop activities.
12. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Such policies include but are not limited to Policy Letter 03-2005 Work Experience for Youth and Policy Letter 02-2010 Youth Incentives. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable. Additional new stated guidance on the CCMEP is available at: <http://humanservices.ohio.gov/CCMEPImplementation/index.stm>.
13. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
14. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
15. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

B. Purchaser Responsibilities

1. The Purchaser will ensure that all participants are eligible for services pursuant to CCMEP WIOA/TANF and local policies and determine which funds will pay for the services. The Purchaser will notify the Contractor on completion of the participants' eligibility.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will pay all costs related to providing Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth of Belmont County consistent with the provisions of Article VIII.

4. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Service Requirements

The goal of the CCMPE WIOA/TANF youth program is to assist youth in making a successful transition to employment and further education to achieve self-sufficiency. The Contractor shall provide Work Experience; Leadership Development Opportunities; and Adult Mentoring for In-School Youth and Out-of-School Youth to help them meet this goal as follows and per Article IV: DEFINITIONS:

- **Adult Mentoring:** One-to-one supportive relationship between an adult and a youth that is based upon trust. Adult mentoring is provided for the period of participation and a subsequent period for a total of not less than twelve (12) months.
- **Leadership Development Opportunities:** Opportunities that encourage responsibility, confidence, employability, self-determination and other positive social behaviors.
- **Work Experience:** Opportunities that provide youth career exploration and skills development. Work experience must include academic and occupational education.
- **Recruitment:** The Contractor will assist the Purchaser in the recruitment of eligible youth for enrollment in program services.

D. Contractual Performance Standards

To reach the outcome and purpose stated herein, the performance of standards under this contract must meet the following standards:

Performance Standards

1. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth enrolled in Work Experience will receive a positive worksite evaluation.**
2. **Seventy percent (70%) of worksite employers participating in Work Experience for In-School and Out-of-School Youth will respond with a positive survey regarding their participation in the program.**
3. **Seventy percent (70%) of the total combined In-School and Out-of-School Youth in the program will provide a positive response to a Customer Satisfaction Survey.**
4. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will participate and remain in the program for the school year.**
5. **Seventy percent (70%) of In-School Youth enrolled in Teen Leadership will pass the curriculum established by the Contractor.**
6. **Fifty-one percent (51%) of In-School Youth enrolled in the program who are due to graduate will graduate and receive their diploma.**
7. **Sixty percent (60%) of In-School Youth will complete the program's required number of community service hours as determined by the Contractor.**
8. **The Contractor must spend not less than seventy-five percent (75%) of the WIOA portion of CCMEP allocated under this contract on Out-of-School Youth. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
9. **The Contractor must not spend less than 20% of the WIOA portion of CCMEP allocated under this contract on Work Experience. This may be in either or both the in-school and out-of-school WIOA category. This may include participant Work Experience wages and the Contractor's staff costs for the development and management of Work Experience. The Contractor must track and maintain this expenditure requirement for review by the Purchaser.**
10. **The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. This report will be due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.**

The Contractor's failure to meet these Contractual Performance Measures will result in the following:

- A. Submission of a correction action plan by the Contractor to the Purchaser outlining the reason for not meeting the performance measures and actions to be implemented to achieve the performance measures; or
- B. Termination of this contract by the Purchaser due to the Contractor's failure to meet the performance measures specified in this contract (Reference Article XXIII Termination and Article XXIV Breach of 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 the participants.

E. Performance Reporting

The 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 tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

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

The failure of the 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 the Purchaser's discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the 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. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The 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 thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) In-School and Out-of-School Funds (CFDA #17.259) as well as CCMEP Temporary Assistance to Needy Families (TANF) Funds (CFDA #93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$140,000.00. This is further restricted as follows:

\$50,000.00 is CCMEP TANF Funds (CFDA #93.558)

\$10,000.00 is CCEMP TANF Administration Funds (CFDA #93.558)

\$80,000.00 is WIOA Youth Funds (CFDA #17.259) and of the WIOA funds

Not less than 75% of this contract (\$60,000.00) must be spent on Out-of-School Youth. Not less than 20% of the Belmont County allocation (\$32,068.00) must be spent on Work Experience which includes participant wages and staffing costs for the development and management of Work Experience and may be in-school or out-of-school.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.

VII ALLOWABLE COSTS

The 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 tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. The 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

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

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

The following cost schedule is based upon performing the services herein described for Out-of-School Youth and In-School Youth participants. Detailed budget is attached.

ACTIVITY	TOTAL COST
Administrative Staff Wages and Fringes	\$16,320.00
Operating Staff Wages and Fringes	\$67,377.00
Participant Wages and Fringes	\$31,155.00
Operating Expenses	\$20,296.00
Administrative Expenses	\$4,852.00
TOTAL COST:	\$140,000.00
MAXIMUM WIOA AUTHORIZED REIMBURSEMENT AMOUNT:	\$140,000.00

IX DUPLICATE BILLING

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by the Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit the 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

The 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. The Contractor agrees to repay the 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, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the 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 the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

The 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 the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

XII WARRANTY

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

XIII INSURANCE

The Contractor shall comply with 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 the 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 the 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 notices related to this contract.

XV AVAILABILITY AND RETENTION OF RECORDS

In addition to the responsibilities delineated in other articles, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the 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, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The 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. The Contractor understands that the use or disclosure of information concerning the 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 the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The 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. The Contractor further avers that no financial interest was involved on the part of any of the 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, the 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 the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract. The Contractor will report the discovery of any potential conflict of interest to the Purchaser. Should a conflict of interest be discovered during the term of this contract, the Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modification.

The 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 the Contractor or in its business.

XVIII COMPLIANCE

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

The 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 the Contractor's employees.

The 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 the Contractor and the Purchaser. The 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 the Purchaser, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the 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. The 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 contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should the Contractor wish to terminate this contract, notice to the 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 with Article X of this agreement.

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 the Contractor wish to terminate this contract, notice to the Purchaser must be delivered thirty (30) days prior to the effective date of 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 right 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 other provision or condition of this contract nor a waiver of a subsequent breach of the same provision or conditions.

XXVI INDEMNIFICATION

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

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

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

The Contractor certifies that 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 Title 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, the Contractor will not discriminate against any employee, contract worker or applicants 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. The 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 advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the 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 the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and other child support enforcement agency in ensuring that the Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the 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, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The 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 the Purchaser's Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

The Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. The 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

The 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

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARD ACT

The 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 records under the laws of the State of Ohio. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The 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

The 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

The 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, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The 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 Departments and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES:

Vince Gianangeli /s/ 7-1-16
Vince Gianangeli, Director **Date**

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

Matt Coffland /s/ 7-6-16
Matt Coffland, Belmont County Commissioner **Date**

Ginny Favede /s/ 7-6-16
Ginny Favede, Belmont County Commissioner **Date**

Mark Thomas /s/ 7-6-16
Mark Thomas, Belmont County Commissioner **Date**

Gary Obloy /s/ 7-6-16
Gary Obloy, Director **Date**

Community Action Commission of Belmont County
 153 1/2 West Main Street
 St. Clairsville, OH 43950
 (740)695-0293

Approved as to form:
David K. Liberati /s/ 7-6-16
Belmont County Prosecutor **Date**

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF TWO 2016 4X4 CHEVROLET COLORADO PICK-UP TRUCKS/SENIOR SERVICES

Motion made by Mrs. Favede, seconded by Mr. Coffland to approve the purchase of two 2016 4x4 Chevrolet Colorado pick-up trucks uplited with the hot shot truck body at a unit cost of \$45,655.00 from Delivery Concepts, Central, for Senior Services of Belmont County based upon the recommendation of Gary Armitage, Executive Director. (NOTE: These are fleet replacements and will be paid for with Senior Services Levy funds.)

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION DECLARING THE NECESSITY OF LEVYING A TAX IN EXCESS OF THE TEN-MILL LIMITATION AND REQUESTING THE COUNTY AUDITOR TO CERTIFY MATTERS IN CONNECTION THEREWITH /BELMONT COUNTY 911/ 1 MILL RENEWAL

RESOLUTION

WHEREAS, the Belmont County Board of Commissioners anticipates levying a tax in excess of the ten-mill limitation as described herein; and

WHEREAS, pursuant to Section 5705.03 of the Ohio Revised Code as amended by Am. Sub. S.B. No 201 enacted by the 122nd General Assembly, this Board of Commissioners is required to certify to the County Auditor a resolution requesting the County Auditor to certify certain matters in connection with such a tax levy;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners:

SECTION 1. That pursuant to the provisions of Section 5705.21 of the Ohio Revised Code, it is necessary that a renewal tax be levied in excess of the ten mill limitation for the benefit of Belmont County

for the purpose of funding the Belmont County 911 Public Safety Emergency radio Communications System and equipment TO BE UTILIZED BY POLICE, FIRE, EMS AGENCIES AND THE EMERGENCY MANAGEMENT AGENCY AND FOR THE PURPOSE OF REPLACEMENT, ADDITIONS, AND UPGRADES OF THE CURRENT EMERGENCY RADIO COMMUNICATIONS SYSTEM AND EQUIPMENT BY PROVIDING FUNDING FOR THE PURCHASE OF MOBILE AND PORTABLE RADIOS WITH ACCESSORIES, RADIO INFRASTRUCTURE, RADIO BACKBONE EQUIPMENT, DISPATCH RADIO CONSOLES, PAGERS AND PAGING EQUIPMENT, COMPUTERS FOR THE OPERATION OF THE BACKBONE AND PAGING EQUIPMENT, COMPUTERS FOR MOBILE DATA TERMINALS, AND/OR DEEMED EQUIPMENT NEEDED TO OPERATE THE SAID BELMONT COUNTY 911 PUBLIC SAFETY EMERGENCY RADIO COMMUNICATIONS SYSTEM AND EQUIPMENT, TO INCLUDE NEXT GENERATION 911 EQUIPMENT (EXCLUDING SALARIES, MAINTENANCE, AND OPERATIONS) IN ACCORDANCE WITH SECTION 5705.19(KK) OF THE REVISED CODE OF OHIO at a rate not to exceed 1 mill for each one dollar valuation, which amounts to \$.10 (ten cents) for each one hundred dollars (\$100) of valuation, for a five year period of time commencing with tax list year 2017.

SECTION 2. That the question of the passage of said tax levy shall be submitted to the electors of Belmont County at an election to be held on the 8th day of November, 2016. If approved by the electors, said tax levy shall first be placed upon the 2017 tax list and duplicate, for first collection in calendar year 2018.

SECTION 3. That pursuant to Section 5705.03 of the Ohio Revised Code, the County Auditor is hereby requested to certify to this Board of Commissioners the total current tax valuation of the Belmont County 911 Public Safety Emergency Radio Communication System and Equipment Levy and the dollar amount of revenue that would be generated by the number of mills specified in Section 1 hereof, and the Clerk of this Board of Commissioners be and is hereby directed to certify forthwith a copy of this resolution to the County Auditor so that said County Auditor may certify such matters in accordance with such Section 5705.03.

SECTION 4. That it is found and determined that all formal actions of this Board of Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of Commissioners, and that all deliberations of this Board of Commissioners were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the rules of this Board of Commissioners adopted in accordance therewith.

Be it further resolved, that the Clerk of this Board be and is hereby directed to certify a copy of this resolution to the Auditor of Belmont County, Ohio, forthwith, as provided by law.

Commissioner Favede moved the adoption of the foregoing resolution, Commissioner Coffland seconded the motion and upon roll call the vote was as follows:

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

Adopted this 6th day of July, 2016

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of July 6, 2016, as recorded in Volume 98 of the Belmont County Commissioners Journal.

Jayne Long /s/
Jayne Long, Clerk

BREAK

Commissioner Favede briefly stepped out of the meeting.

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 Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

Commissioner Favede joined Executive Session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:50 A.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to exit executive session at 9:50 a.m.

Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTION SESSION-NO ACTION TAKEN

DISCUSSION HELD RE: SALES TAX REVENUE DECREASE

Commissioner Favede noted Belmont County will have a loss to the sales tax revenue. Federal regulators are putting an end to the state sales tax structure that allowed Ohio to collect hundreds of millions of dollars per year in Federal Medicaid matching funds. She said this will begin in 2017 and we will lose one-fourth of what is projected to be 5.4% and in 2018, Belmont County will lose \$1 million plus of our sales tax revenue. "We will have to make an adjustment in our General Fund in 2018 and trim our budget," said Favede.

RECESS UNTIL 1:00 P.M.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:18 P.M.

Motion made by Mrs. Favede, seconded by Mr. Coffland to enter executive session pursuant to ORC 121.22(G)(3) Court Action Exception to consider pending litigation.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 3:59 P.M.**

Motion made by Mr. Coffland, seconded by Mr. Thomas to exit executive session at 3:59 p.m.
Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTION SESSION-NO ACTION TAKEN

**IN THE MATTER OF APPROVING THE SIGNING OF THE
AMENDMENT TO THE FIRST AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE COUNTY
OF BELMONT AND THE BELMONT COUNTY TRANSPORTATION
IMPROVEMENT DISTRICT (BCTID)/COMMONS MALL CROSSING**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the sign the Amendment to the First Amended and Restated Intergovernmental Agreement (IGA) between the County of Belmont and the Belmont County Transportation Improvement District (BCTID) providing required construction funding for completion of BEL-CR 29/Commons Mall Crossing (PID89314).

**FIRST AMENDMENT TO FIRST AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT**

THIS FIRST AMENDMENT TO THE FIRST AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT (this "Amendment") is dated as of July 8, 2016, and amends certain provisions of the First Amended and Restated Intergovernmental Agreement by and between Belmont County, a political subdivision of the State of Ohio (the "County"), acting through its Board of County Commissioners (the "Board"), pursuant to Ohio Revised Code ("ORC") Chapters 305 and 307 and The Belmont County Transportation Improvement District, a transportation improvement district and a body both corporate and politic created pursuant to ORC Chapter 5540 (the "BCTID").

Recitals:

A. The Board and the BCTID have heretofore entered into an Intergovernmental Agreement, dated as of August 17, 2011, as amended and restated in its entirety by the First Amended and Restated Intergovernmental Agreement, effective as of June 18, 2014 (the "AGREEMENT").

B. The Board entered into the AGREEMENT to cooperate with the BCTID and other political subdivisions within Belmont County and ODOT in endeavors to facilitate the development and implementation of the Projects, which includes the U.S. 40 Connector Roadway Improvement Project, in relation to and in connection with the project formerly known as the Mall Road Improvements BEL-MALL Rd. (Loop Road) ODOT PID 89314 and referred to now and herein as "*BEL CR 29/Commons Mall Crossing (PID 89314)*"

C. The BCTID has now completed acquisition and construction of the U.S. 40 Connector Roadway Improvement Project segment which was funded, in part, by payments made by the Board pursuant to the AGREEMENT.

D. The BC TID made application to the Ohio Transportation Review and Advisory Council (the "T RAC") and the ODOT Division of Jobs & Commerce and has obtained additional funding for acquisition and construction costs of *BEL CR 29/Commons Mall Crossing (PID 89314)*, which funding requires a local share funding commitment that the County has indicated it will provide for this purpose.

E. The BCTID has requested that certain amendments be made to the AGREEMENT to provide for additional funding from the County to the BCTID, acting as project sponsor per agreement with ODOT, so as to provide the required local cost share to construct of the remaining segment of the *BEL CR 29/Commons Mall Crossing (PID 89314)*.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements in this Amendment, the Board and the BCTID agree as follows:

ARTICLE 1.

DEFINITION; CONSTRUCTION

Section 1.1. Unless otherwise defined herein, all words and phrases given a defined meaning in the AGREEMENT will have the same meaning in this Amendment.

ARTICLE 2.

AMENDMENTS

Section 2.1 **Amendment of Section 1.01.** Section 1.01 of the AGREEMENT is hereby amended with the following revised defined terms in the definitions section, as follows:

"*BEL CR 29/Commons Mall Crossing (PID 89314)* " means the Project formerly known as or referred to as the "Mall Road Improvements BEL-MALL Rd. (Loop Road) Project ODOT PID 89314," undertaken by the BCTID and has the meaning given to such term in Recital F. relative to same Project and as further described, developed, set forth and delineated in the plans on file with the BCTID, the City, BCEO and, to the extent applicable, ODOT and BELO-MAR.

"*Cost Funding*" means the County's Cost Funding Share committed for funding the cost obligations for the U.S. 40 Connector Roadway Improvement Project and to finance the advancement, development and construction of the U.S. 40 Connector Roadway Improvement Project and the BEL CR 29/Commons Mall Crossing (PID 89314), as further set forth herein and set out in the Cost Funding Summary.

"*Cost Funding Summary*" means the summary of the Project Cost funding provided from the County for the U.S. 40 Connector Roadway Improvement Project and the BEL CR 29/Commons Mall Crossing (PID 89314), as set forth on the Cost Funding Summary attached hereto as Exhibit A.

"*County Pledged Amount*" means:

A. the Board's funding commitment and explicit agreement to advance and incur amounts for Project Costs for U.S. 40 Connector Roadway Improvement Project from available revenue sources, including general revenue funds, in the amount of \$1,900,000.00, as set forth on and with said amount of \$1,900,000.00 to be paid to the BCTID according to the County Cost Funding Share attached hereto as Exhibit A. Upon final close out of the U.S. 40 Connector Roadway Improvement Project, if there is an excess amount remaining of the portion of the County Pledged Amount set forth in this subparagraph A., said remaining amount will be retained by the BCTID for further development of projects and related costs incurred by the BCTID; and,

B. the Board's additional funding commitment and explicit agreement to advance and incur amounts for Project Costs for the BEL CR 29/Commons Mall Crossing (PID 89314) from available revenue sources, in the amount of \$4,900,000.00, as set forth on and with said amount of \$4,900,000.00 to be paid to the BCTID according to the County Cost Funding Share attached hereto as Exhibit A. If upon final close out of the BEL CR 29/Commons Mall Crossing (PID 89314) there is any excess of the portion of the County Pledged Amount set forth in this subparagraph B., said remaining amount will be returned to the County within 30 days of the date such close out amount is finally determined by the BCTID in consultation with the County.

"*Memorandum of Agreement*" means the funding and implementation agreement between ODOT and the BCTID, in the form attached hereto as Exhibit B and made part hereof, for the acquisition and construction of the BEL CR 29/Commons Mall Crossing (PID 89314).

"*Project*" or "*Projects*" means any street, highway, parking facility, freight rail tracks and necessarily related freight rail facilities, or other transportation projects and any project for the construction, reconstruction, improvement, alteration, or repair of any roads, highways, public places, buildings, or other infrastructure constructed or improved under this chapter, and includes all bridges, tunnels, overpasses, underpasses, interchanges, approaches, those portions of connecting streets or highways that serve interchanges and are determined by the BCTID to be necessary for the safe merging of traffic between the project and those streets or highways, service facilities, and administration, storage, and other buildings, property, and facilities, that the BCTID considers necessary for the operation of the Project, together with all property and

rights that must be acquired by the BCTID for the construction, maintenance, or operation of the Projects as from time to time undertaken by the BCTID pursuant to the authority granted by ORC Chapter 5540 and duly authorized by a resolution of its Trustees and including the U.S. 40 Connector Roadway Improvement Project and the "BEL CR 29/Commons Mall Crossing (PID 89314)."

"Project Costs" means costs, as defined under ORC Chapter 5540.1 (D), for or relating to U.S. 40 Connector Roadway Improvement Project and the BEL CR 29/Commons Mall Crossing (PID 89314) and as determined to be required by the BCTID and ODOT to complete the Projects. "TRAC Funding" means funding secured by the BCTID through application made to the T RAC, in the amount of \$3,900,000.00 and which was obtained with the County's match funding pledged in the amount of \$4,900,000.00 and the construction by the BCTID of the U.S. 40 Connector Roadway Improvement Project, funded in part out of the County Pledged Amount.

Section 2.2. Amendment of Section 1.02. Section 1.02 of the AGREEMENT is hereby amended by adding the following revised section:

(a) The following Exhibits are attached to and made a part of this Agreement:

- Exhibit A County Cost Funding Share
- Exhibit B ODOT Memorandum of Agreement

Exhibit A (including the amounts of the County Cost Funding Share, as set forth therein) may be amended from time to time by mutual agreement, evidenced by all Parties signing appropriate new Exhibits and substituting the same for the prior versions of those Exhibits. Such changes shall be effective as of the date designated in the replacement Exhibit; and all other terms and provisions of this Agreement shall remain in full force and effect.

Section 2.3. Amendment of Section 2.03. Section 2.03 of the AGREEMENT is hereby amended by adding the following revised section:

(a) The Board explicitly agrees hereunder to incur Project Cost expense in and by providing funding to the BCTID for its payment of Project Costs in connection with the U.S. 40 Connector Roadway Improvement Project and the BEL CR 29/Commons Mall Crossing (PID 89314), in accordance with and in the amounts set forth in the Cost Funding Summary attached hereto as Exhibit A and made part hereof. The Board explicitly agrees to make payment of the County Cost Funding Share to the BCTID in the amount, and with such payment to be made, as set forth on the Cost Funding Summary attached hereto as Exhibit A and made part hereof.

Section 2.4. Amendment of Section 2.04. Section 2.04 of the AGREEMENT is hereby amended by adding the following revised section:

(a) The BCTID will apply the County Cost Funding for the sole purpose of paying Project Costs and expenses related to the U.S. 40 Connector Roadway Improvement Project and to ODOT per the Memorandum of Agreement between ODOT and the BCTID, attached hereto as Exhibit B and made part hereof providing for funding and construction of the BEL CR 29/Commons Mall Crossing (PID 89314), and for securing reimbursement grant funding obtained by the BCTID to finance the development and construction of the U.S. 40 Connector Roadway Improvement Project and the BEL CR 29/Commons Mall Crossing (PID 893 14).

(b) The County Cost Funding shall be deposited and maintained by the BCTID in such accounts, or with ODOT as appropriate per the memorandum of Agreement, and accounted for as mutually agreed upon and authorized by the Parties and in accordance with all applicable laws, regulations, agreements, covenants, and accepted accounting standards.

(c) The Parties acknowledge and agree (1) that the County Cost Funding Share constitutes an explicit commitment of Cost Funding by the County, in the amount of \$1,900,000.00 for the U.S. 40 Connector Roadway Improvement Project and \$4,900,000.00 for the BEL CR 29/Commons Mall Crossing (PID 89314); (2) that the BCTID is relying upon the Cost Funding commitment to facilitate the planning, development, coordination, implementation and construction of the U.S. 40 Connector Roadway Improvement Project and the BEL CR 29/Commons Mall Crossing (PID 89314), and for securing Grant Funds and TRAC Funding obtained by the BCTID, and will utilize the Cost Funding and any such Grant Funds to pay for Project Costs so as to advance the development, planning, financing, design, engineering, management, construction relating to or in connection with the U.S. 40 Connector Roadway Improvement Project and the BEL CR 29/Commons Mall Crossing (PID 89314), and expenses directly related thereto, in accordance with ORC Sections 5540.02 (C) and (D) and other related provisions of Chapter 5540 and applicable law.

**ARTICLE 3.
MISCELLANEOUS**

Section 3.1. Effect of Amendment. This Amendment (including the recitals hereto, which are by this reference incorporated herein and made a part hereof) sets forth the entire understanding of the parties hereto with respect to the transactions described herein. Other than the changes made to the AGREEMENT pursuant to this Amendment, the AGREEMENT remains unchanged and in full force and effect. This Amendment shall be and become effective as of July 8, 2016.

Section 3.2. Binding Effect. This Amendment and the terms, covenants and conditions hereof shall be binding upon and benefit to the parties hereof and, subject to the prohibitions on assignment set forth in the AGREEMENT, as amended, to their respective administrators, successors and assigns.

Section 3.3. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. It shall not be necessary in proving this Amendment to produce or account for more than one of those counterparts. The parties hereto further agree that facsimile signatures by the parties hereto shall be binding to the same extent as original signatures.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered in the name of and on behalf of the BC TID and the County, by their duly authorized officers, and by all as of the date first written.

THE BELMONT COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT

By: Dennis Bigler /s/
Dennis Bigler, Chairman

THE BOARD OF COUNTY
COMMISSIONERS OF BELMONT
COUNTY, OHIO

By: Mark A Thomas /s/
Mark A. Thomas, Commissioner
By: Matt Coffland /s/
Matt Coffland, Commissioner
By: Ginny Favede /s/
Ginny Favde, Commissioner

FISCAL OFFICER'S CERTIFICATE

The undersigned, the Fiscal Officer of Belmont County, Ohio (the "County"), hereby certifies that the moneys required (if any) to meet the obligations of the County for the year 2016 under the foregoing Intergovernmental Agreement have been lawfully appropriated and are in the treasury of the County or are in the process of collection to the credit of an appropriate fund free from any previous encumbrances. To the extent applicable and pursuant to ORC 5705.44, the Fiscal Officer of the County covenants that any requirement herein of an expenditure of the County money in any future fiscal year shall be included in the annual appropriation measure for that future fiscal year as a fixed charge. This Certificate is given in compliance with ORC 5705.41 and 5705.44.

Dated: July 8th, 2016

Andrew L. Sutak /s/,
Fiscal Officer,
Belmont County

**EXHIBIT A
COUNTY COST FUNDING SHARE**

\$1,900,000.00 for the U.S. 40 Connector Roadway Improvement Project: the Parties agree that this total amount of \$1,900,000.00 is due and payable to the BCTID, to its designated Project account, within 10 calendar days of the date the BCTID Board of Trustees takes action, by resolution, authorizing and approving commencement of acquisition activities to obtain the real property interests necessary for the U.S. 40 Connector Roadway Improvement Project right-of-way and/or related Project construction activities. * **This amount was previously deposited by the County with the BCTID and applied per this Agreement and is no longer due and payable.**

\$4,900,000.00 for the BEL CR 29/Commons Mall Crossing (PID 89314): the Parties agree that this total amount of \$4,900,000.00 is due and payable to the BCTID, to its designated Project account, on or before September 1, 2016.

BCTID:

Board:

THE BELMONT COUNTY
TRANSPORTATION IMPROVEMENT
DISTRICT

By: Dennis Bigler /s/
Dennis Bigler, Chairman

THE BOARD OF COUNTY
COMMISSIONERS OF
BELMONT COUNTY, OHIO

By: Mark A. Thomas /s/
Mark A. Thomas, Commissioner
By: Matt Coffland /s/
Matt Coffland, Commissioner
By: Ginny Favede /s/
Ginny Favede, Prsident

EXHIBIT B

**MEMORANDUM OF AGREEMENT BETWEEN
THE BELMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT AND
THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF
BEL-CR 29/COMMONS MALL CROSSING - PID 89314**

ODOT AGREEMENT NO. 1104

**MEMORANDUM OF AGREEMENT BETWEEN
THE BELMONT COUNTY TRANSPORTATION IMPROVEMENT DISTRICT AND
THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION
FOR THE CONSTRUCTION OF
BEL-CR 29/COMMONS MALL CROSSING - PID 89314**

This Memorandum of Agreement (MOA) is entered into by and between the State of Ohio, Department of Transportation, (hereinafter "ODOT"), 1980 West Broad Street, Columbus, Ohio 43223, and the Belmont County Transportation Improvement District, (hereinafter "BEL CO TID"); (hereinafter the PARTIES). This MOA defines the roles, requirements, and responsibilities between ODOT and the BEL CO TID.

SECTION 1: PURPOSE

- 1.1 Ohio Revised Code Chapters 125, & 5501, & 5521 provide, among other things, that the director of transportation may coordinate and cooperate activities of the Department of Transportation with other appropriate public authorities, and enter into agreements with such authorities to carry out the duties, power, and functions of the Department.
- 1.2 The BEL CO TID has requested that ODOT consider, as a transportation alternative and in the interest of public safety and convenience, the construction of a new roadway in Belmont County connecting Mall Road and US 40 identified as PID 89314, (hereinafter the PROJECT).
- 1.3 ODOT has agreed to construct the PROJECT conditional upon the BEL CO TID contributing the entire cost of the improvement less the amount of Federal and State Funds set aside by the Director of Transportation for financing the improvement. In addition, the BEL CO TID further agrees to pay One Hundred Percent (100%) of the cost of those features requested by the BEL CO TID which are determined by the State and Federal Highway Administration to be unnecessary for the Project.
- 1.4 The purpose of this agreement is to set forth the responsibilities of the parties with respect to the construction, the financial obligations and the future maintenance of the PROJECT.

SECTION 2: OBLIGATIONS OF THE BEL CO TID

- 2.1 The BEL CO TID agrees to contribute towards the Construction Costs for the PROJECT as described in Paragraph 1.3.
- 2.2 The BEL CO TID shall name a primary point of contact for all PROJECT related matters. This person is referred to as the TID Chair and is responsible for all communication regarding the PROJECT.

SECTION 3: OBLIGATIONS OF ODOT

- 3.1 ODOT shall obtain Legislative Consent Agreements ("CS-I ") from all political subdivisions where such agreements are required.
- 3.2 ODOT shall, with the cooperation of the BEL CO TID, be responsible for obtaining any and all approvals of and permits for the PROJECT and the PROJECT's Plans and Specifications from all necessary parties as required by applicable law.
- 3.3 ODOT shall review and approve all studies and documentation needed to obtain environmental clearance for the PROJECT and shall be responsible for obtaining all requisite approvals and permits as required by applicable law.
- 3.4 ODOT will work with the utilities to provide necessary guidance for utility relocation for the PROJECT.
- 3.5 ODOT shall acquire all necessary rights of ways for the PROJECT in accordance with applicable law.
- 3.6 ODOT shall let all contracts for construction of the PROJECT and shall administer the PROJECT, all in accordance with applicable law including without limitation applicable bidding and contract award procedures).
- 3.7 ODOT shall assign a Project Manager who will schedule and attend progress meetings relevant to the PROJECT. The Project Manager shall be responsible for all communication regarding the PROJECT. The Project Manager will meet with the TID Chair on a regular basis as determined by the Project Manager and the TID Chair. The Project Manager will consult with the TID Cahir as to any change order which increases the project cost.

SECTION 4: FUNDING

- 4.1 Within thirty (30) days of the BEL CO TID's receipt of an invoice from ODOT, the TID shall deposit in an escrow account the amount of the invoice, or send a check payable to the Treasurer of the State of Ohio representing the TID's portion of the pre-bid estimate of the Construction Costs including the estimated inspection costs.
- 4.2 All funds shall be retained by the escrow agent for the credit of ODOT until such time as ODOT advises the escrow agent and the BEL CO TID that such funds are needed to pay the Construction Costs for the PROJECT. Upon receipt of an order for payment, the escrow agent shall pay over to ODOT the funds so requested in accordance with the terms of the Escrow Agreement. Any funds remaining in the escrow account after payment of all Construction Costs for the PROJECT (including all change orders), shall be paid by the escrow agent over to the TID within thirty (30) days of the date of final payment to ODOT. Any and all earnings from the investment of any and all monies in the escrow account shall be used first for the payment of Construction Costs for the PROJECT (including change orders), but any such earnings remaining thereafter shall be included in the amount paid over to the TID as aforesaid.
- 4.3 If actual Construction and Inspection Costs are greater than that of the original invoice, ODOT will send another invoice to the BEL CO TID. Within thirty (30) days of the BEL CO TID's receipt of the invoice from ODOT, the TID shall send a check payable to the Treasurer of the State of Ohio for the invoiced amount.
- 4.4 Any funds remaining after the final cost accounting following the completion of the PROJECT will be returned to the BEL CO TID within 30 calendar days after the final cost accounting.

SECTION 5: PROJECT CONSTRUCTION AND MAINTENANCE

- 5.1 ODOT will assume responsibility for all aspects of the construction of the PROJECT. Although the Project Manager will consult with the TID Chair on all matters including issues of increased change order costs, it is understood and agreed that all design and construction decisions are within the sole discretion of the Director of Transportation and the decisions of the Director are final.
- 5.2 Upon completion of the PROJECT, the improvements shall be considered to be part of the local highway systems.

SECTION 6: TERMINATION AND SUSPENSION

- 6.1 This Agreement shall remain in full force and effect between the parties until the PROJECT is completed as described in Paragraph 6.2.
- 6.2 This Agreement will terminate and the parties will be relieved of all further obligations under this Agreement upon the BEL CO TID's receipt of written notice from ODOT that all of the following events have occurred:
 - a. the conveyance to ODOT of all rights, title, and interest to the PROJECT, including the transfer of any real property needed for the PROJECT,
 - b. the BEL CO TID's fulfillment of its obligations under this Agreement; and
 - c. ODOT's fulfillment of its obligations under this Agreement.

SECTION 7: COMPLIANCE WITH LAW

- 7.1 The PARTIES agree to comply with all applicable federal, state and local laws in the conduct of the work hereunder.

SECTION 8: GENERAL PROVISIONS

- 8.1 The terms, conditions and covenants of this Agreement shall inure to the benefit of and bind the PARTIES and their successors and assigns.
- 8.2 Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendments or modifications shall be in writing and shall specify the requested changes and the justifications of such changes. Should the PARTIES consent to modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.
- 8.3 Neither this Agreement 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.
- 8.4 This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the law of Ohio shall be deemed void and of no effect.
- 8.5 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.
- 8.6 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 all statutory provisions under the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with and until such time as all necessary funds are made available and forthcoming from ODOT's funding source, and, when required, such expenditure of funds is approved by the General Assembly and by the Controlling Board of the State of Ohio.

EFFECTIVE DATE: This agreement shall be in effect from the date signed by all PARTIES.

IN WITNESS WHEREOF, the PARTIES have entered into this Agreement as of the last date written below.

Endorsed and Agreed to By:

Dennis Bigler /s/

 Dennis Bigler Date
 Chairman, Belmont County Transportation Improvement District

 Jerry Wray Date
 Director, Ohio Department of Transportation
 Pursuant to Resolution No. _____, passed _____

APPROVED AS TO FORM:

 BEL CO TID Legal Counsel ODOT Chief Legal Counsel
 Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF Office of County Commissioners
A PORTION OF WARREN TWP. ROAD (GRAY'S RD.) Belmont County, Ohio
LOCATED IN WARREN TWP., SEC. 21, T-8, R-6 TO
WARREN TWP., SEC.27, T-8,R-6/RD IMP 1143

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

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 6th day of July, 2016, at the office of the Commissioners with the following members present:

Mrs. Favede
Mr. Coffland
Mr. Thomas

Mrs. Favede moved the adoption of the following:

RESOLUTION

WHEREAS, On the 6th day of July, 2016, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

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

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

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

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **13th** day of **July, 2016** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted July 6, 2016

Jayne Long /s/

 Clerk, Board of County Commissioners
Belmont County, Ohio

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
 2. Strike out the clause from "and feet," if a road is not to be located or established

Reconvened Tuesday, July 12, 2016 at 10:00 a.m. Commissioners Coffland and Thomas and Assistant Clerk Bonnie Zuzak present. Commissioner Favede was absent.

10:00 Agenda Item: Cathy Moore, Treasurer, Bellaire School District

Re: Comment on an application for a property tax exemption being considered for property located within the Bellaire School District.

Present: Cathy Moore, Bellaire School Treasurer; Darren Jenkins, Bellaire School Superintendent; Mickey Wallace, Bellaire School Board Member; Andy Satak, County Auditor; Larry Merry, Port Authority Director; Sherri Butler, Port Authority Executive Assistant; Rick Paolina and Jeff Paolina, Muxie's Distributing; John LaRoche, school board member; Dan Busack; Jim B? and Frank Shaffer.

Mr. Jenkins asked if the tax abatement process has been afforded to other businesses in Belmont County. Commissioner Thomas said yes, most recently in 1995 to Shadyside Stamping. Commissioner Thomas noted, under statute, the Commissioners respond to the business owner. The Board of Commissioners doesn't initiate the process. Mr. Jenkins said he wanted it noted that Bellaire Local Schools were placed in a fiscal emergency in December 2009. They have had seven levy defeats, \$5.5 million in budgetary cuts, sixty-two positions were cut and they have paid back \$6.5 million in state solvency loan funds. There have been \$1.9 million in property tax appeals with the triennial update. They have been working with County Auditor Andy Satak to certify an emergency levy to be placed on the ballot this November. The Board of Education feels it is a double standard to ask residents to increase their property taxes while looking at tax abatement for a business. Mr. Jenkins said, "We are not anti-business, we want what is best for the kids." He said there is a provision in ORC 5709.63 stating scholarships can be created or some other form of financial help to students in exchange for the abatement. Commissioner Thomas asked, so basically it's in lieu of taxes? Commissioner Coffland said this is not the first or probably not the last abatement we will give or be asked to give. He noted the Board is in the process of doing something along the same lines, which is the TIF. Taxes are collected and redirected and are used to build infrastructure. "We have been doing things in Belmont County that haven't been done before to expand the county. There hasn't been a lot of growth for the last 30 years. Now we are moving forward," said Commissioner Coffland. He also noted the abatement is strictly on new buildings. He is looking at this abatement as a plus, not a negative. Commissioner Coffland said Bellaire is not an easy town to sell. Most of the things done in Bellaire have come out of the Board of Commissioners' office, such as fixing water lines, paving roads and putting guardrail up. He said when the opportunity came that someone was going to invest \$6 million we didn't look at the downfall, we looked at the pluses, not realizing the ripple effect. He also said there will be new job creation. Mr. Rick Paolina said they reached out to Mr. Jenkins in May to discuss the abatement. He also noted they have donated a lot over the years to the school. Mr. Jenkins asked if the abatement was renewable. Commissioner Thomas replied, no. Mr. Merry said the Village of Bellaire council has not voted on this issue yet. Mr. Rick Paolina said the council is going to have a special council meeting no later than next Wednesday on another matter and will vote at that time. Mr. Merry noted the Village of Bellaire council has to vote first and then the Board of Commissioners vote. Commissioner Thomas said it might be July 27th before it comes up for the Board of Commissioners to vote on. He said he understands and respects both sides. Mr. Wallace said a tax abatement is a sound business practice, but the school district needs to look at all finances and be able to explain to the general population what is going on.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:06 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 11:06 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of July, 2016.

Ginny Favede /s/_____

Mark A. Thomas /s/_____ COUNTY COMMISSIONERS

Matt Coffland /s/_____

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.

Ginny Favede /s/_____ PRESIDENT

July 6, 2016

Jayne Long /s/ CLERK