

St. Clairsville, Ohio

July 8, 2015

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

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

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

**"BILLS ALLOWED"**

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

Claim of	Purposes	Amount
A-AT&T	Fax line-Magistrate/General Fund	202.37
A-AT&T	Phone-Public Defender/General Fund	154.23
A-Comcast	Internet-Recorder/General Fund	86.85
A-Crystal Springs	Water-Treasurer/General Fund	42.30
A-Draft-Co.	Web hosting-Engineer/General Fund	500.00
A-McGhee Office Plus	Supplies-Clerk of Courts/General Fund	55.98
A-Staples	Supplies-Western Div. Court/General Fund	13.12
A-Verizon Wireless	Cell plan-Adult Probation/General Fund	180.89
A-Wheeling Office Supply	Supplies-Prosecutor/General Fund	1,048.13
S-Staples	Supplies/Western Ct. General Special Projects Fund	128.72
S-TSG	Office 2013 & laser printer/Western Div. Ct. Computer Fund	5,337.90

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the Recapitulation of Vouchers dated for July 8, 2015 as follow:

FUND	AMOUNT
A-GENERAL	\$25,304.37; \$121,832.20
A-GENERAL/AUDITOR	\$27,259.51
A-GENERAL/EMA	\$1,276.99
A-GENERAL/PROBATE	\$897.40
A-GENERAL/RECORDER	\$5,162.69
A-GENERAL/911	\$2,438.66
B-Dog Kennel	\$147.00
E-911 Wireless	\$36,237.85
G-Lodging Excise Tax	\$28,500.00
H-Job & Family, CSEA	\$2,240.08
H-Job & Family, Family Children First	\$3,007.98
H-Job & Family, Public Assistance	\$252.28; \$12,000.00; \$42,577.78; \$102,741.75
J-Real Estate Assessment	\$3,753.33
K-Engineer MVGT	\$173,633.68
M-Juvenile Ct. – Placement I	\$21,162.40
M-Juvenile Ct. – Random Moments IVE	\$1,678.86
N-Capital Projects-Facilities	\$11,696.90
N-Sanitary Sewer District – Water Tanks	\$9,900.00
P-Oakview Admn. Bldg.	\$2,992.25
P-Sanitary Sewer District	\$54,648.92; \$12,641.26; \$402.08; \$3,033.15; \$148.66; \$538.77
S-Certificate of Title Admn. Fund	\$105.00
S-District Detention Home	\$7,069.15
S-Job & Family, Children Services	\$24,794.46; \$68,164.38
S-Juvenile Ct. Computer Fund	\$122.90
S-Juvenile Ct. General Special Projects	\$1,000.00
S-Oakview Juvenile Residential Center	\$34,380.87
S-Port Authority	\$756.11
S-Probate Court Compute Fund	\$205.00
S-Senior Services	\$27,741.75
S-Sheriff Commissary	\$106.40
U-Sheriff's Reserve Account	\$120.93
W-Marriage License Fees	\$7,284.75

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**GENERAL FUND/PROBATE COURT**

FROM	TO	AMOUNT
E-0081-A002-D13.000 Guard. Prob. Investigator	E-0081-A002-D03.010 Supplies	\$5,000.00

**S70 BELMONT COUNTY SENIOR PROGRAMS FUND/SSOBC**

FROM	TO	AMOUNT
E-5005-S070-S01.002 Salaries	E-5005-S070-S03.004 Workers' Comp.	\$100.00

Upon roll call the vote was as follows:

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

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

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

Gross Wages P/E 06/13/15 to 06/27/15	TO	AMOUNT
AUDITOR	E-0011-A001-B09.003 R-9895-Y095-Y01.500	6,010.88

AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>468.27</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>668.35</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,635.84</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>5,064.24</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>4,522.60</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>1,869.89</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>693.60</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>5,713.07</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>6,713.60</b>
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	<b>794.79</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>3,289.34</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,092.92</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>1,694.87</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,693.69</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,778.35</b>
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>6,212.36</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,496.30</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>6,678.03</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,567.10</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>895.56</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>2,540.16</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>2,241.62</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>2,758.14</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>32.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b><u>360.85</u></b>
			<b>77,486.42</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>2,395.52</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>2,134.11</b>
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	<b>784.00</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>584.00</b>
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	<b>667.00</b>
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	<b>450.00</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>496.00</b>
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	<b>275.00</b>
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>840.00</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>44,331.09</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>7,841.38</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>2,721.59</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>3,788.68</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>13,509.59</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,553.09</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>994.28</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>347.20</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,190.94</b>
Care and Custody-Drug Court	E-0400-M060-M72.003	R-9895-Y095-Y01.500	<b>885.66</b>
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	<b>274.99</b>

Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>1,099.58</b>
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	<b>115.77</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>971.80</b>
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	<b>1,458.39</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>9,228.01</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	<b>904.94</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>2,775.93</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	<b>180.75</b>
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	<b>35.64</b>
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	<b>116.46</b>
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>673.08</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>6,578.80</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>7,894.02</b>
JUV ACCTBLY - BLOCK GRANT	E-0914-S035-S05.000	R-9895-Y095-Y01.500	<b>424.83</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>2,764.61</b>
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	<b>16.16</b>
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>26,039.43</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>13,807.80</b>
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	<b>328.46</b>
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>748.98</b>
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>3,376.92</b>
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	<b>268.80</b>
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>409.52</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>367.72</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>652.70</b>
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	<b>2,368.73</b>
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>272.62</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>441.40</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>579.80</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	<b>700.00</b>
			<b>252,152.19</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Thomas, seconded by Mrs. Favede 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 2, 2015\*\***

**N29 CAPITAL PROJECTS-FACILITIES FUND**

E-9029-N029-N04.055	Other Expenses	\$6,120.00
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*To replace sewer line at DJFS/Fox-Shannon Bldg//A.E. Pelley*

**\*\*MAY 27, 2015\*\***

**T11 BELMONT CO. CDBG CHIP GRANT FUND**

E-9702-T011-T05.000	Environmental Conditions-Grant	\$12,380.00
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*Partial appropriation of Grant B-F-14-1AG-1//General Admin.*

*(\$24,000 for Flushing Playground Equipment appropriated June 10, 2015)*

**\*\*JULY 8, 2015\*\***

**GENERAL FUND**

E-0051-A001-A08.000	Travel and Expenses	\$304.62
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*Appropriation of refund check from Cardmember Service.*

E-0170-A006-G12.000	Indigent Clients-Payment to State	\$403.60
E-0257-A015-A14.000	Attorney Fees	\$605.40
E-0131-A006-A10.000	Transport of Prisoners	\$1,084.00
E-0131-A006-A16.000	Other Expenses	\$225.00
E-0256-A014-A01.000	CORSA Costs	\$1,635.36

*Claim No. 0160026143 Animal Shelter Truck \$ 198.46 CORSA*

*Claim No. 0160025669 Board of DD Accident \$1,436.90 Progressive*

**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L10.000	Advertising & Printing	\$2,073.00
E-1810-L001-L14.000	Other Expenses	\$3,000.00

**M60 CARE AND CUSTODY-JUVENILE COURT FUND**

E-0400-M060-M25.002	Salaries-C-CAP	\$35,639.85
E-0400-M060-M26.003	PERS C-CAP	\$10,000.00
E-0400-M060-M29.008	Insurances C-CAP	\$10,000.00
E-0400-M060-M71.002	Salaries Substance Abuse	\$5,000.00
<b><u>M67 ALTERNATIVE SCHOOL-JUVENILE COURT FUND</u></b>		
E-0400-M067-M01.002	Salaries	\$14,846.25
<b><u>M79 TRUANT OFFICER GRANT-JUVENILE COURT FUND</u></b>		
E-0400-M079-M04.000	Other Expenses	\$97.55
<b><u>P51 SSD #1 REVENUE FUND/BCSSD</u></b>		
E-3704-P051-P01.002	Salaries	\$75,000.00
<b><u>P55 SSD #3A REVENUE (PEN WOOD) FUND/BCSSD</u></b>		
E-3706-P055-P01.002	Salaries	\$15,000.00
<b><u>S30 OAKVIEW JUVENILE FUND</u></b>		
E-8010-S030-S72.000	Capital Repairs	\$141,118.75
<b><u>S85 JUVENILE COURT-COMPUTER FUND</u></b>		
E-1582-S085-S08.000	Computer Expenses	\$1,605.00
<b><u>SHERIFF/VARIOUS FUNDS</u></b>		
E-0131-A006-A09.000	Medical	\$692.79
E-0131-A006-A21.000	Towing	\$921.25
E-0131-A006-A23.000	Background	\$778.00
E-0131-A006-A24.000	E-SORN	\$525.00
E-0131-A006-A26.000	K-9	\$1.00
E-0131-A006-A32.000	Warrant Fee	\$780.00
E-5100-S000-S01.010	Commissary	\$14,441.80
E-5101-S001-S06.000	CCW License	\$2,561.00
E-5101-S001-S07.012	CCW Equipment	\$4,228.00
E-9710-U010-U06.000	Reserve	\$494.27

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THEN AND NOW CERTIFICATION/AUDITOR**

Motion made by Mr. Thomas, seconded by Mr. Coffland to execute payment of Then and Now Certification dated July 8, 2015, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract or order.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE SIXTH ADDENDUM TO THE MASTER CLIENT SERVICES AGREEMENT TO INCLUDE LANSING SENIOR CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and sign the sixth addendum to the Master Client Services Agreement effective December 1, 2012 to November 30, 2015 with Digital Data Communications, Inc. to include the Lansing Senior Center location in Schedule 1 and to increase the cost of General Information Technology Consulting to \$14,728.30 per month in Schedule 2, both effective July 1, 2015.

**Digital Data Communications, Inc.  
MASTER CLIENT SERVICES AGREEMENT  
SIXTH ADDENDUM**

**Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1<sup>st</sup>, 2012 – November 30, 2015.** This Addendum to the Digital Data Communications, Inc. Master Services Agreement Effective December 1<sup>st</sup>, 2012 – November 30, 2015 (“Addendum”) is an addendum between Digital Data Communications, Inc. (“Company”) and Belmont County Commissioners (“Client”), which is dated June 16<sup>th</sup>, 2015 and shall become effective as of, July 1<sup>st</sup>, 2015. The Master Services Agreement is attached and made a part of this document.

The parties, for good consideration, hereby agree as follows:

- Schedule 1 number 1 of the Master Services Agreement shall be modified as follows with the text in bold added to the Item: Additional Location Added – **Senior Services of Belmont County, 68583 Scott Street, PO Box 353, Lansing, OH 43934**
- Schedule 2 of the Master Services Agreement shall be modified as follows with the text in bold:
  - General Information Technology Consulting - **~~\$14,661.30 per month~~ \$14,728.30 per month.**

AGREED AND ACCEPTED:

Date:	Date: 7-8-15
Digital Data Communications, Inc.	Client: Belmont County Commissioners Office
Donald “Wes” Monk, President	Mark A. Thomas, President
	<i>Mark A. Thomas /s/</i>
	Ginny Favede, Vice-President
	<i>Ginny Favede /s/</i>
	Matt Coffland
	<i>Matt Coffland /s/</i>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ADDENDUM #2 TO THE CONTRACT WITH CROSSROADS COUNSELING SERVICES, INC., ON BEHALF OF COURT OF COMMON PLEAS PROBATION DEPARTMENT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve Addendum #2 to the contract for professional services dated March 26, 2014, between the Belmont County Board of Commissioners, on behalf of Belmont County Court of Common Pleas Probation Department, and Crossroads Counseling Services, Inc.

An Agreement was made by and between the Board of Commissioners of Belmont County, Ohio, (hereinafter referred to as "BOARD"), 100 Main Street, St. Clairsville, Ohio 43950, acting through the Belmont County Court of Common Pleas Probation Department, (hereinafter referred to as "THE COURT") and Crossroads Counseling Services, Inc., 255 W. Main St., St. Clairsville, Ohio, 43950, (hereinafter referred to as "AGENCY"), on the 26th day of March, 2014 (hereinafter referred to as "original stated contract"). The aforementioned parties further approved an Addendum to the original stated contract on or about November 25, 2014.

WHEREAS, the parties wish to modify the terms of the original stated contract and its Addendum as set forth herein.

NOW THEREFORE, in consideration of the mutual promises herein, the parties, intending to be legally bound, hereby agree that the following constitutes additional terms and conditions of the original stated contract.

1. Modification Item 1:

Paragraph 2. SERVICES is hereby amended as follows:

m. AGENCY agrees to refer Defendant/Offenders for Medication Assisted Treatment (MAT) from a certified MAT physician should the Agency's assessment of said Defendant/Offender deem such treatment may be beneficial to the Defendant/Offender. Such MAT services may include the use of Vivitrol (naltrexone), Suboxone (**Buprenorphine** paired with Naloxone), Methadone, and/or other similar medications used in conjunction with addiction treatment services. AGENCY shall make a recommendation/referral to Southeast, Inc., Dr. Tod Hagins, The Village Network, or other select providers for such MAT services. **However, in accord with previously established criteria pertaining to the administration of Medication Assisted Treatment (Drug Court Policy), the Court shall retain final authority to determine the engagement of a preferred MAT agency and/or physician.**

2. Modification Item 2:

Paragraph 3. COMPENSATION is hereby amended to include the following:

Effective October 1, 2014, THE COURT shall reimburse THE AGENCY for any and all urine screens performed by THE AGENCY with regard to SMART OHIO referred clients. Reimbursement for standard 7-panel screens = \$60.00; Synthetic Drug Screen = \$35; other specially requested screens reimbursed at the rate of the additional charge incurred from AGENCY'S laboratory analysis provider.

Effective July 1, 2015, THE COURT shall reimburse THE AGENCY the amount of \$92.00 per day for In-Patient Services at New Outlook.

Medication Assisted Treatment fees for Defendants/Offenders without Medicaid or provider's accepted insurance will be billed by the MAT provider(s) to AGENCY and the AGENCY shall be reimbursed for same by THE COURT. Such fees shall include Intake Sessions, Counseling Sessions, Case Management, Urine Screens and/or Medication. In addition, Vivitrol (naltrexone) MAT provider services may include Vivitrol Screening/Patient Education; Vivitrol Assessment (Physical Exam and Lab Work); and Vivitrol Administration (Cost of Medication; Dose Administration and Management by Medical Personnel; and Lab Work, if needed). Said fees shall be reimbursed at the rate established by Medicaid for these services/medications.

Invoices for services provided by MAT providers shall be provided to AGENCY by the 7<sup>th</sup> business day of the month. Upon receipt of a detailed monthly invoice (to include HIPAA-compliant identifying information, case number, services provided) from MAT provider, Agency shall remit payment within thirty (30) days. In turn, once payment is made from AGENCY to the MAT provider, AGENCY shall submit an invoice to THE COURT for reimbursement of said fees paid in accordance with the payment provisions outlined in the original agreement.

3. The parties reaffirm no other terms or conditions of the above mentioned original contract not hereby otherwise modified or amended shall be negated or changed as a result of this herein stated addendum.

Dated: July 8, 2015

-SIGNATURE PAGE-

The following representatives have caused this Addendum to be executed below:

<i>Sandra Nicholoff /s/</i>	7-1-15
For Crossroads Counseling Services	Date
<i>Frank A. Fregiato /s/</i>	6-23-15
For the Court of Common Pleas	Date
<i>John A. Vavra /s/</i>	6-23-15
For the Court of Common Pleas	Date
<i>Matt Coffland /s/</i>	7-8-15
Belmont County Commissioner	Date
<i>Mark A. Thomas /s/</i>	7-8-15
Belmont County Commissioner	Date
<i>Ginny Favede /s/</i>	7-8-15
Belmont County Commissioner	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING MR. RON HOPKINS TO THE AREA AGENCY ON AGING REGION 9, INC. REGIONAL ADVISORY COUNCIL**

Motion made by Mr. Thomas, seconded by Mr. Coffland to reappoint Mr. Ron Hopkins to the Area Agency on Aging Region 9, Inc. Regional Advisory Council for a three-year term effective immediately through July 7, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING THE SIGNING OF THE OHIO PUBLIC WORKS COMMISSION PROJECT GRANT AGREEMENT/LOCAL TRANSPORTATION IMPROVEMENT PROGRAM FOR THE BEL-10-20.22 BRIDGE REPLACEMENT PROJECT**

Motion made by Mr. Thomas, seconded by Mrs. Favede to approve and authorize Commissioner Matt Coffland to sign the **Ohio Public Works Commission Project Grant Agreement/Local Transportation Improvement Program** in the amount of \$213,225.00 for the BEL-10-20.22 Bridge Replacement Project, OPWC Project Control No. DRS03.

**OHIO PUBLIC WORKS COMMISSION PROJECT GRANT AGREEMENT LOCAL TRANSPORTATION IMPROVEMENT PROGRAM**

Pursuant to Ohio Revised Code 164.05 and Ohio Administrative Code 164-1-21, this Project Grant Agreement (this "Agreement") is entered into **July 1, 2015** by and between the State of Ohio, acting by and through the Director of the Ohio Public Works Commission (hereinafter variously referred to as the "Director" or the "OPWC"), located at 65 East State Street, Suite 312, Columbus, Ohio 43215, and **Belmont County, Belmont County** (hereinafter referred to as the "Recipient"), located at **Courthouse, St. Clairsville, OH 43950-**, in respect of the project named **BEL-10-20.22 Bridge Replacement**, and as described in Appendix A of this Agreement to provide an amount not to exceed **Two Hundred Thirteen Thousand, Two Hundred Twenty-Five Dollars (\$213,225)** for the sole and express purpose of financing or reimbursing costs of the Project as more fully set forth in this Agreement and the Appendices attached hereto.

Subdivision Code: **013-00013**

OPWC Project Control No. **DRS03**

WHEREAS, the Local Transportation Improvement Fund created under Section 164.14 of the Revised Code is to benefit local subdivisions (as hereinafter defined) for the construction, reconstruction, improvement, or planning of transportation infrastructure (as hereinafter defined);

WHEREAS, pursuant to Section 164.05 of the Revised Code, the Director of the OPWC is empowered to (i) enter into agreements with Local Subdivisions to provide loans, grants, and local debt support and credit enhancements for Capital Improvement Projects (as hereinafter defined); and (ii) authorize payments to Local Subdivisions or their Contractors (as hereinafter defined) for costs incurred for Capital Improvement Projects which have been approved by the Director;

WHEREAS, pursuant to Section 164.14 of the Revised Code, the Director is empowered to review and approve or disapprove requests for financial assistance from the District Public Works Integrating Committees in accordance with the criteria set forth in Divisions C and E of Section 164.14 of the Revised Code;

WHEREAS, Section 164.14 of the Revised Code permits a grant of funds for such a Capital Improvement Project to be expended or provided only after the District has submitted a request to fund the Project to the Director outlining the Recipient's planned use of the funds, and subsequent approval of the request by the Director;

WHEREAS, the Recipient desires to engage in the acquisition, construction, reconstruction, improvement, or planning of the Capital Improvement Project (the "Project") described in Appendix A of this Agreement;

WHEREAS, the Project has been duly recommended to the Director pursuant to Section 164.14 of the Revised Code by the District Public Works Integrating Committee of the Recipient; and

WHEREAS, the Director desires to approve the Recipient's request for a grant of financial assistance to finance certain costs of the Project, such moneys being allocated out of the State and Local Government Highway Distribution Fund to the Local Transportation Improvement Fund in the State Treasury;

NOW, THEREFORE, in consideration of the promises and covenants herein contained, the undersigned agree as follows:

**SECTION 1. Definitions and General Provisions.** The following words and terms as hereinafter used in this Agreement shall have the following meanings unless otherwise herein provided and unless the context or use clearly indicates an other or different meaning or intent.

"Business Day" means a day of the year on which banks located in Columbus, Ohio and in New York, New York are not required or authorized by law to remain closed and on which The New York Stock Exchange is not closed.

"Capital Improvement" or "Capital Improvement Project" means the acquisition, construction, reconstruction and improvement of roads and bridges of Local Subdivisions, including real property, interests in real property, and facilities and equipment of Local Subdivisions related or incidental thereto.

"Chief Executive Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Chief Fiscal Officer" means the single office or official of the Recipient designated in Appendix B pursuant to Section 6 hereof, or his authorized designee as per written notification to the Director.

"Contractor" means a person who has a direct contractual relationship with the Recipient and is (i) the manufacturer of all or a portion of the Project, or (ii) the provider of labor, materials or services in connection with the construction, reconstruction, expansion, improvement or engineering of the Project, or both.

"Cost of Capital Improvement Projects" means the costs of acquiring, constructing, reconstructing, expanding, improving and engineering Capital Improvement Projects and, as applicable, related financing costs.

"District Committees" means the District Public Works Integrating Committees and the Executive Committees created pursuant to Section 164.04 of the Revised Code, and District Subcommittees created pursuant to Section 164.14 of the Revised Code.

"Fund" means the Local Transportation Improvement Fund created pursuant to Section 164.14 of the Revised Code.

"Governing Body" means the board of county commissioners or a county council if a county; the legislative authority if a municipal corporation; or the board of township trustees if a township.

"Local Subdivision" means any county, municipal corporation, or township of the State.

"Participation Percentages" means the percentage of the total actual project costs that will be contributed by the OPWC, not to exceed the maximum dollar contribution of the OPWC identified in this Project Agreement, and the percentage of the total actual project costs that will be contributed by the Recipient. Both of the percentages are identified in Appendix D. In the event that the total actual project costs exceed the estimated project costs identified in Appendix D, the Local Subdivision Participation Percentage will increase to reflect the cost overrun, while the OPWC percentage contribution will decrease recognizing that there is a maximum dollar contribution from the OPWC which is identified in this Project Agreement.

"Project Manager" means the principal employee or agent of the Recipient having administrative authority over the Project designated in Appendix B pursuant to Section 6 hereof, or authorized designee as per written notification to the Director.

"Reimbursing" means the use of funds granted to the Recipient pursuant to Section 164.14 of the Revised Code as reimbursement to the Recipient for funds expended on the Project by the Recipient, and which did not in any way inflate costs of the Capital Improvement Project.

"State" means the State of Ohio.

"Transportation Infrastructure" means any highway, road, street or bridge and the necessary safety appurtenances thereto constructed, reconstructed, expanded, improved, or engineered on authority of funds allocated pursuant to Section 164.14 of the Revised Code.

Any reference herein to public boards, commissions, departments, institutions, agencies, bodies or entities shall include those succeeding to their functions, duties or responsibilities by operation of law or who are lawfully performing their functions. Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Revised Code shall include such section, provision or chapter as from time to time may have been duly amended, modified, supplemented or superseded. Words of the masculine or feminine gender shall be deemed and construed to include correlative words of the feminine, masculine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number, and vice versa. The terms "hereof", "hereby", "herein", "hereto", "hereunder" and similar terms refer to this Agreement and term "hereunder" means after, and the term "heretofore" means before the effective date of this Agreement.

**SECTION 2. Grant of Financial Assistance.** Subject to the terms and conditions contained herein, the OPWC hereby grants to the Recipient moneys from the Fund, not to exceed the amount, as set forth in Appendix C of this Agreement for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project.

**SECTION 3. Local Subdivision Contribution.** The Recipient shall, at a minimum, contribute to the Project (the "Local Subdivision Contribution") the Local Subdivision Participation Percentage as set forth in Appendix D of this Agreement. The Local Subdivision Contribution to the Project shall be for the sole and express purpose of paying or reimbursing the costs certified to the OPWC under this Agreement for the completion of the Project as defined and described in Appendix A of this Agreement.

**SECTION 4. Notice to Proceed.** Work shall not commence on this Project until the Director has issued a written Notice to Proceed to the Recipient. A Notice to Proceed shall be required for all project prime contractors or direct procurement initiated by the Recipient following execution of this Agreement.

**SECTION 5. Project Schedule.** Construction must begin within 30 days of the date set forth in Appendix A, Page 2, for the start of construction, or this Agreement may become null and void, at the sole discretion of the Director. However, the Recipient may apply to the Director in writing for an extension of the date to initiate construction. The Recipient shall specify the reasons for the delay in the start of construction and provide the Director with a new start of construction date. The Director will review such requests for extensions and may extend the start date, providing that the Project can be completed within a reasonable time frame.

**SECTION 6. Disbursements.** All payments made by the OPWC shall be made directly to the Contractor that performed the work and originated the invoice, unless the Grantor expressly authorizes the Recipient to use the reimbursement method specified in Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code.

(a) **Project Administration Designation.** Pursuant to Paragraph (B) of Rule 164-1-21 of the Administrative Code, the Recipient shall designate its Chief Executive Officer, Chief Fiscal Officer and Project Manager in Appendix B of this Agreement. Changes in these designations must be made in writing.

(b) **Disbursements to Contractors to Pay Costs of the Project.** The Recipient shall require that as work on the Project and as specified in

its contract is performed a Contractor shall promptly submit a detailed project specific invoice to the Project Manager. Within three (3) Business Days following receipt of such invoice from a Contractor, the Project Manager shall review the invoice and, if found to be accurate, shall so certify in writing, forwarding such certification together with a copy of the invoice to the Chief Fiscal Officer. Within five (5) Business Days following receipt of such invoice and certification from the Project Manager, the Chief Fiscal Officer shall conduct such reviews as he considers appropriate and, if he approves such invoice, shall submit to the Director a Disbursement Request together with the information and certifications required by this Section 6(b). The dollar amount set forth in the Disbursement Request shall be calculated based on the Participation Percentage as set forth originally in Appendix D of this Agreement or as may be adjusted from time to time to account for changed conditions in the project financing scheme. Within five (5) Business Days following receipt of the Disbursement Request and all required information and certifications, the Director shall, if such items are deemed by the Director to be accurate and completed, initiate a voucher in accordance with applicable State requirements for the payment of the amount set forth in the Disbursement Request. Upon receipt of a warrant from the Auditor of State drawn in connection with a voucher initiated in accordance with the terms of the preceding sentence, the Director shall forward it by regular first class United States mail or electronic funds transfer, to the contractor or other authorized recipient designated in the Disbursement Request.

Prior to any disbursement from the Fund, the following documents shall be submitted to the Director by the Recipient:

- (1) If the request is for disbursement to a Contractor, an invoice submitted to the Recipient by the Contractor which invoice requests payment of such sums in connection with its performance of the Project;
- (2) If the request is for disbursement to the Recipient pursuant to Paragraph (A)(4)(b) of Rule 164-1-22 of the Administrative Code, a bill of sale, paid invoice or other evidence satisfactory to the Director that payment of such sums has been made by the Recipient in connection with the portion of the Project for which payment is requested;
- (3) The Project Manager's certification pursuant to Section 6(b) of this Agreement;
- (4) The Disbursement Request Form and Certification in the form set forth as Appendix E of this Agreement properly executed by the Chief Fiscal Officer and the Chief Executive Officer; and
- (5) Such other certificates, documents and other information as the Director may reasonably require.

If the Director finds that the documents are in compliance with the requirements of this Agreement, the Director is authorized and directed to cause the disbursement of moneys from the Fund for payment of the identified Project costs. A copy of all such documents submitted to the Director shall be retained by the Director.

The Recipient represents that the Project was initially constructed, installed or acquired by the Recipient no earlier than the execution date of this Agreement.

(c) Limitations on Use. No part of the moneys delivered to the Recipient pursuant to Section 2 hereof is being or will be used to refinance, retire, redeem, or otherwise pay debt service on all or any part of any part of any governmental obligations.

(d) Project Scope. The physical scope of the Project shall be limited to only those capital improvements as described in Appendix A of this Agreement. In the event that circumstances require a change in such physical scope, the change must be approved by the District Committee, recorded in the District Committee's official meeting minutes, and provided to the OPWC Director for the execution of an amendment to this Agreement.

(f) Project Cost Overruns. In the event that the Recipient determines that the moneys granted pursuant to Section 2 hereof, together with the Local Subdivision Contribution, are insufficient to pay in full the costs of the Project, the Recipient may make a request for supplemental assistance to its District Committee. The Recipient must demonstrate that such funding is necessary for the completion of the Project and the cost overrun was the result of circumstances beyond the Recipient's control, that it could not have been avoided with the exercise of due care, and that such circumstances could not have been anticipated at the time of the Recipient's initial application. Should the District Committee approve such request the action shall be recorded in the District Committee's official meeting minutes and provided to the OPWC Director for the execution of an amendment to this Agreement.

SECTION 7. Retainage. Except as provided in the second sentence of this Section, Recipient shall comply in all aspects with the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code, or other law applicable to it, including, but not limited to, the provisions thereof, to the extent applicable to the Recipient, which require the holding of certain amounts from payments to be made to Contractors and the deposit of such amounts into an escrow account established pursuant to Section 153.63 of the Revised Code. The Recipient may use its legally applicable construction requirements for the Project, including, but not limited to, its legally applicable requirements, if any, for the retaining of certain amounts from payments to be made to contractors in lieu of the requirements of Sections 153.12, 153.13, 153.14 and 153.63 of the Revised Code.

SECTION 8. Conditions to Financial Assistance and its Disbursement. The Grantor's obligations hereunder, including its obligation to make financial assistance available to the Recipient pursuant to the terms of this Agreement, are contingent upon compliance by the Recipient with the following conditions:

(a) Recipient's acquisition and commitment of the Local Subdivision Contribution necessary for the completion of the Project, its compliance with all other provisions of this Agreement, and its compliance with the provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code. The Recipient shall set forth in Appendix D of this Agreement a description of the manner or mechanisms of providing its local share of Project funds.

(b) Recipient shall execute any and all other documents and certificates as deemed necessary by the Director, subject to the opinion of counsel to the Director, as well as any required by changes in State or Federal Law, on the date hereof or at any time hereafter in connection with the financial assistance and disbursement of moneys pursuant to this Agreement, including any amendments to this Agreement.

SECTION 9. Representations, Warranties and Covenants of Recipient. Recipient represents, warrants and covenants for the benefit of the Grantor as follows:

(a) Recipient is a Local Subdivision of the State with all the requisite power and authority to construct, or provide for the construction of, and operate the Project under the laws of the State and to carry on its activities as now conducted;

(b) Recipient has the power to enter into and perform its obligations under this Agreement and has been duly authorized to execute and deliver this Agreement;

(c) This Agreement is the legal, valid and binding obligation of the Recipient, subject to certain exceptions in event of bankruptcy and the application of general principles of equity;

(d) Recipient has complied with all procedures, prerequisites and obligations for Project application and approval under Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code; excluding Chapter 164-1-32;

(e) Recipient is not the subject of nor has it initiated any claim or cause of action that would give rise to any liability which would in any way inhibit Recipient's ability to carry out its performance of this Agreement according to its terms;

(f) Use of Proceeds. With respect to the Project to be financed or reimbursed by moneys granted pursuant to Section 2 hereof:

(1) The total cost of the Project shall not and will not include any cost which does not constitute "Costs of Capital Improvements," as defined in the Law;

(2) All of the Project is owned, or will be owned, by the Recipient or another eligible local subdivision.

(g) Sufficiency of Moneys. The Recipient has sufficient moneys in addition to those granted to Recipient pursuant to Section 2 of this Agreement to fund the Project to completion;

(h) Ohio Preference. Recipient shall, to the extent practicable, use, and shall cause all of its Contractors and subcontractors to use Ohio products, materials, services and labor in connection with the Project;

(i) Equal Employment Opportunity. Recipient shall, and shall require that all contractors and subcontractors working on the Project, comply with the equal employment opportunity requirements contained in Section 164.07(A) of the Revised Code and rule 164-1- 32 of the Administrative Code;

(j) Prevailing Wage. The Recipient shall comply and shall require that all Contractors and subcontractors working on the Project comply with the prevailing wage requirements contained in Revised Code Sections 164.07(B), 4115.03 through 4115.16; and

(l) Construction Bonds, Insurance and Supervision.

(1) The Recipient shall require that each of its Contractors furnish a performance and payment bond in an amount at least equal to



100 percent (100%) of its contract price as security for the faithful performance of its contract.

(2) The Recipient shall require that each of its construction contractors and each subcontractor maintain during the life of its contract or subcontract appropriate Workers Compensation Insurance, Public Liability, Property Damage and Vehicle Liability Insurance.

(3) The Recipient shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the Project and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OPWC and the Recipient at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

SECTION 10. Progress Reports. The Recipient shall submit to the OPWC, at the OPWC's request, summary reports detailing the progress of the Project pursuant to this Agreement and any additional reports containing such information as the OPWC may reasonably require.

SECTION 11. Audit Rights. The Recipient shall, at all reasonable times, provide the Director access to a right to inspect all sites and facilities involved in the Project and access to and a right to examine or audit any and all books, documents and records, financial or otherwise, relating to the Project or to ensure compliance with the provisions of this Agreement. The Recipient shall maintain all such books, documents and records for a period of three (3) years after the termination of this Agreement, and such shall be kept in a common file to facilitate audits and inspections. All disbursements made pursuant to the terms of this Agreement shall be subject to all audit requirements applicable to State funds. The Recipient shall ensure that a copy of any final report of audit prepared in connection with and specific to the Project, regardless of whether the report was prepared during the pendency of the Project or following its completion, is provided to the Director within ten (10) days of the issuance of the report. The Recipient simultaneously shall provide the Director with its detailed responses to each and every negative or adverse finding pertaining to the Project and contained in the report. Such responses shall indicate what steps will be taken by the Recipient in remedying or otherwise satisfactorily resolving each problem identified by any such finding. If the Recipient fails to comply with the requirements of this Section or fails to institute steps designated to remedy or otherwise satisfactorily resolve problems identified by negative audit findings, the Director may bar the Recipient from receiving further financial assistance under Chapter 164 of the Revised Code until the Recipient so complies or until the Recipient satisfactorily resolves such findings.

SECTION 12. General Assembly Appropriation. The Recipient hereby acknowledges and agrees that the financial assistance provided under this Agreement is entirely subject to, and contingent upon, the availability of funds appropriated by the General Assembly for the purposes set forth in this Agreement and in Chapter 164 of the Revised Code. The Recipient further acknowledges and agrees that none of the duties and obligations imposed by this Agreement on the Director shall be binding until the Recipient has complied with all applicable provisions of Chapter 164 of the Revised Code and Chapter 164-1 of the Administrative Code and until the Recipient has acquired and committed all funds necessary for the full payment of the Matching Funds applicable to the Project.

SECTION 13. Indemnification. Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, good, or supplies of the Project sufficient to impose upon the Director any of the obligations specified in Revised Code Section 126.30. Provided that the Recipient is not a Local Political Subdivision, the Recipient shall indemnify and hold harmless the Director, the OPWC, the State and their respective officers, directors, members, agents and employees from any and all liability arising out of or pursuant to this Agreement, the Recipient's use or application of the funds being provided by the OPWC hereunder and the Recipient's construction or management of the Project.

SECTION 14. Termination. The OPWC's obligations under this Agreement shall immediately terminate upon the failure of the Recipient to comply with any of the terms or conditions contained herein. Upon such termination, the Recipient shall be obligated to return any moneys delivered to the Recipient pursuant to the provisions of this Agreement. In the absence of any such failure, this Agreement shall terminate and the obligations of the parties hereto shall be deemed to be satisfied on the date on which all of the Infrastructure Bonds, of which the proceeds were used to pay or reimburse the costs of the Project, have been retired.

SECTION 15. Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the State. In the event any disputes related to this Agreement are to be resolved in a Court of Law, said Court shall be located in the courts of Franklin County, State of Ohio.

SECTION 16. Severability. If any of the provisions of this Agreement or the application thereof to any person or circumstance shall for any reason or to any extent be held invalid or unenforceable, the remainder of this Agreement and the application of this provision to such other persons or circumstances shall not be affected thereby, but rather shall be enforced to the greatest extent permitted by Law.

SECTION 17. Entire Agreement. This Agreement and its Appendices and Attachments attached hereto contain the entire understanding between the parties and supersede any prior understandings, agreements, proposals and all other communications between the parties relating to the subject matter of this Agreement, whether such shall be oral or written.

SECTION 18. Captions. Captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, instruction or meanings and are in no way intended to be construed as part of this Agreement.

SECTION 19. Notices. Except as otherwise provided hereunder, any notices required hereunder shall be in writing and shall be deemed duly given when deposited in the mail, postage prepaid, return receipt requested, by the sending party to the other party at the addresses set forth below or at such other addresses as party may from time to time designate by written notice to the other party.

SECTION 20. No Waiver. If either party hereto at any time fails to require performance by the other of any provision of this Agreement, such failure in no way affects the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach or default under any provision of this Agreement be construed to be a waiver of any subsequent breach or default under that provision or any other provision of this Agreement.

SECTION 21. Acceptance by Recipient. This Agreement must be signed by the Chief Executive Officer of the Recipient and returned to, and received by, the OPWC within forty-five (45) days of the date written on the first page of this Agreement. Failure of the Recipient to return a fully executed copy of this Agreement to the OPWC within the forty-five (45) day limit will result in this Agreement being declared null and void. However, upon the Recipient presenting the Director with a written explanation of the need to extend this forty-five (45) day limit, the Director, in his sole discretion, may extend the forty-five (45) day limit.

SECTION 22. Assignment. Neither this Agreement nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Project No. **DRS03** as of the date first written above.

RECIPIENT

Matt Coffland /s/  
Hon. Matt Coffland, Commissioner  
Belmont County  
Courthouse

GRANTOR

STATE OF OHIO, OHIO PUBLIC WORKS COMMISSION  
By: Michael Miller /s/  
Michael Miller, Director  
Ohio Public Works Commission

65 East State Street

101 West Main Street

Suite 312

St. Clairsville, OH 43950-

Columbus, OH 43215

Jayne Long /s/  
WITNESS

Kimberly Killian /s/  
WITNESS

APPROVED AS TO FORM:

David K Liberati /s/



PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF CLAYTON KLEEVIC AS THE "JUDICIAL INTERN CLERK" FOR BELMONT COUNTY WESTERN DIVISION COURT**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Clayton Kleevic as the "Judicial Intern Clerk" for the Belmont County Western Division Court at the rate of \$8.10 per hour, 40 hours per week, commencing July 13, 2015, based upon the recommendation of Judge Eric Costine. This is a temporary position to be paid from the court's Special Project Fund.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF TERESA JUZWIAK, LPN, AS A FULL-TIME PRACTICAL NURSE FOR THE JAIL/SARGUS CENTER**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the hiring of Teresa Juzwiak, LPN, as a full-time licensed practical nurse for the Belmont County Jail/Sargus Center at the rate of \$15.42 per hour beginning July 13, 2015. Ms. Juzwiak will be subject to the standard 120 day probationary period.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM** – Mr. Dorsch expressed his concerns regarding the Lansing Senior Center. He said members are upset at having different directors there each week. Two members have quit because they were upset. He said the meals have been fine. Mr. Coffland said he knows there are some concerns at the center and the Board of Commissioners will review at work session.

**9:30 Subdivision Hearing-Whispering Winds, Richland Township**

Present: Fred Bennett, County Engineer, Ruth Graham, Engineer's Drafting Technician and Robert DeFrank, Times Leader. Mrs. Graham reviewed aerial maps for the private roadway.

**IN THE MATTER OF FINAL PLAT APPROVAL FOR WHISPERING WINDS RICHLAND TOWNSHIP SEC 11, T-7, R-4**

**"Hearing Had-9:30 A.M."**

**"FINAL PLAT APPROVAL"**  
*O.R.C. 711.05*

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

**RESOLUTION**

**WHEREAS**, this day there was presented to the Board for approval the Final Plat for Whispering Winds, Richland Township, Sec. 11, T-7, R-4, which appears to be regular in form and approved by the proper parties;

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

Mr. Coffland seconded the motion and upon roll call the vote was as follows:

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

**BREAK**

**10:00 BELMONT COUNTY BUDGET HEARING**

Fiscal Manager Barb Blake presented the 2016 budget projections. The estimated revenue is up for the General Fund as are the expenses. The indebtedness has gone down due to the Board of Commissioners refinancing of the old debt. Twenty-eight departments in the General Fund have requested more than last year, eight requested less and three stayed the same. Part of the additional expenditures relate to the Bureau of Workers Compensation's switch to prospective billing rather than billing in arrears. In 2016, the county will be paying three years' worth of premiums. Meetings will be held throughout the year with each department to finalize their requests. Mr. Thomas explained the annual process to establish the General Fund budget. It begins with each department and elected official providing a proposed budget for the next year by July 1<sup>st</sup>. The estimated revenue for 2016 is \$25,400,594.58. The total budget requests for 2016 are \$23, 910,106.12. Some oil and gas money has been used to pay down principle on the debt. "Our goal is to stay in our budget means," said Mr. Thomas. Mr. Coffland said they will meet with each department and look at each line item request. Mrs. Favede added that practice has been beneficial to the county.

**IN THE MATTER OF APPROVING AND SUBMITTING THE ANNUAL BUDGET FOR FY COMMENCING JANUARY 1, 2016 FOR CONSIDERATION BY THE COUNTY BUDGET COMMISSION**

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve and hereby submit the Belmont County Board of Commissioners' Annual Budget for the fiscal year commencing January 1, 2016 for consideration by the County Budget Commission.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Coffland to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 3, 2015.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:14 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Coffland to adjourn the meeting at 10:14 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of July, 2015.

Mark A. Thomas /s/ \_\_\_\_\_

Matt Coffland /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Ginny Favede /s/ \_\_\_\_\_

We, Mark Thomas 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.

Mark A. Thomas /s/ \_\_\_\_\_ PRESIDENT

Jayne Long /s/ \_\_\_\_\_ CLERK