

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and Bonnie Zuzak, Assistant 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 Mr. Thomas, seconded by Mr. Dutton 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 \$1,234,305.12

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF TRANSFERS WITHIN FUND

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

M60 CARE AND CUSTODY-JUVENILE COURT FUND

FROM	TO	AMOUNT
E-0400-M060-M28.004 Workers Comp	E-0400-M060-M29.008 Insurances CCAP	\$7,000.00

N82 2014 WATER SYSTEM IMPROVEMENT NOTE FUND/BCSSD

FROM	TO	AMOUNT
E-9082-N082-N07.000 Water Tanks	E-9082-N082-N03.013 Contract Projects	\$150,000.00

S17 CHILDREN SERVICES FUND/BCDJFS

FROM	TO	AMOUNT
E-2765-S017-S31.000 Other Expenses/Local Levy	E-2765-S017-S24.000 Medical Assistance	\$20,000.00

S30 OAKVIEW JUVENILE-REHABILITATION FUND

FROM	TO	AMOUNT
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S57.000 Travel/St. Devel	\$500.00
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S62.000 Printing	\$200.00

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

GENERAL FUND AND THE B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers In	\$50,000.00

(Funds were appropriated 03/29/17, but the Transfer Between Funds was never submitted.)

T08 DOMESTIC VIOLENCE GRANT FUND AND THE GENERAL FUND/SHERIFF

FROM	TO	AMOUNT
E-5105-T008-T01.002 Salaries	E-0131-A006-A02.002 Salaries	\$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-GF	\$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
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the date of May 24, 2017:

GENERAL FUND

E-0131-A006-A09.000	Medical	\$88.90
E-0170-A006-G05.011	Contract Services	\$88.27

E10 9-1-1 FUND

E-2200-E010-E07.000	Other Expenses	\$1,902.00
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E11 9-1-1 WIRELESS FUND

E-2300-E011-E01.011	Contract Services	\$11,089.69
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L01 SOIL CONSERVATION FUND/BSWCD

E-1810-L001-L01.002	Salaries	\$15,300.00
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S12 PORT AUTHORITY FUND

E-9799-S012-S07.000	Professional Services	\$509,126.16
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S30 OAKVIEW JUVENILE REHABILITATION FUND

E-8010-S030-S40.000	Grant Holding Account	\$76,244.00
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S31 NSLA OAKVIEW JUVENILE FUND

E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$2,440.36
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S69 MR/DD MEDICAID RESERVE FUND/BCBDD

E-2413-S069-S01.011	Contract-Services	\$107,633.00
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T08 DOMESTIC VIOLENCE GRANT FUND/SHERIFF

E-5105-T008-T01.002	Salaries	\$7,842.90
E-5105-T008-T02.003	PERS/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

Upon roll call the vote was as follows:

Mr. Thomas Yes
 Mr. Meyer Yes
 Mr. Dutton Yes

IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN LIFE INSURANCE

CHARGEBACKS FOR THE SECOND QUARTER PERIOD:(APRIL, MAY & JUNE 2017)

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the Fort Dearborn Life Insurance Chargebacks for the Second Quarter (April, May & June, 2017)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	2,131.80
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	43.41
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	57.39
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	56.10
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	206.55
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	307.44
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	7.65
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	7.65
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	48.51
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	28.08
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	190.41
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	53.55
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	40.20
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	144.96
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	23.43
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	34.17
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	3.99
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	1.47
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	7.65
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	20.40
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	48.45
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	118.59
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	660.57
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	85.47
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	53.22
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	11.97
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	2.84
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	30.07
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	6.00
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	4.29
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	38.25
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	30.60
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	7.65
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	7.65
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	22.95
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	7.65
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	7.65

May 24, 2017

E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	30.60
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	15.30
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	7.65
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
Total amount this transfer			4,612.23

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to execute payment of Then and Now Certification dated May 24, 2017, 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:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:
DJFS-Vince Gianangeli, Christine Parker and John Laroche to San Padre, TX, on October 3-6, 2017, to attend the 34th Annual Adult Protective Services Conference. Estimated expenses: \$6,050.00

SENIORS-Sandy Milovac to Rayland, OH, on June 9, 2017, for a senior outing to the Fairway 4 Restaurant. Mary Beth Tennant to Moundsville, WV, on June 13, 2017, for a senior outing to the Prima Restaurant. Daisy Braun to Kidron, OH, on June 15, 2017, for a senior outing. Sue Hines to Washington, PA, on June 26, 2017, for a senior outing to Tanger Outlets. County vehicles will be used for travel.

SSD-Alec Dombroski to Minerva, OH, on May 30, 2017, May 31, 2017, and/or June 1, 2017, for the disposal of asbestos materials at Minerva Enterprise. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

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

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 17, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING INTO CONTRACT WITH THE LASH PAVING COMPANY/ENGINEERS PROJECT 17-3

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into contract with The Lash Paving Company for the Belmont County Engineer's Project 17-3 APPLYING LIQUID ASPHALT FOR DUST CONTROL in the amount of \$151,200.00, based upon the recommendation of Terry Lively, County Engineer.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS BELMONT COUNTY ENGINEER'S PROJECT #17-3: FURNISHING & APPLYING LIQUID ASPHALT

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 24th day of May, 2017 between **THE LASH PAVING COMPANY**, P.O. Box 296, Colerain, Ohio 43916 and Mark Thomas, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **THE LASH PAVING COMPANY** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to furnish and apply liquid asphalt for dust control on various County Highways and all related Work described by the Contract Documents. The liquid asphalt for dust control shall be furnished and applied at a rate of 0.25 gallon per square yard or as directed by the County Engineer.

The completion date for this project shall be July 28, 2017.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2016, and shall be under the direction of the County Engineer.

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
21,000 GALLONS	MC - 70 LIQUID ASPHALT	\$3.00	\$63,000.00
31,500 GALLONS	MC - 3000 LIQUID ASPHALT	\$2.80	\$88,200.00
	TOTAL		\$151,200.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **THE LASH PAVING COMPANY** 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/
J. P. Dutton /s/

THE LASH PAVING COMPANY
 BY: Brian L. Varrato /s/
 Brian L. Varrato ; Vice-Pres.

May 24, 2017

Print/Type Signature

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO CONTRACT WITH U.S. BRIDGE/ENGINEERS PROJECT 17-2

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into contract with U.S. Bridge for the Belmont County Engineer's Project 17-2 BEL-92-2.65 BRIDGE REHABILITATION PROJECT in the amount of \$192,075.00, based upon the recommendation of Terry Lively, County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #17-2: BEL-92-2.65 BRIDGE REHABILITATION**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 24th day of May, 2017 between **THE OHIO BRIDGE CORPORATION DBA U.S. BRIDGE**, 201 Wheeling Avenue, Cambridge, Ohio 43725 and Mark Thomas, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **THE OHIO BRIDGE CORPORATION DBA U.S. BRIDGE** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to remove, rehabilitate, galvanize and replace the existing floor beams, provide and install new galvanized stringers and corrugated metal flooring and all related Work described by the Contract Documents.

The completion date for this project shall be August 11, 2017.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2016, and shall be under the direction of the County Engineer.

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	STABILIZE EXISTING TRUSSES FOR REMOVAL OF FLOORBEAMS AND LATERAL BRACING	\$8,500.00	\$8,500.00
LUMP SUM	REMOVE, REHABILITATE, GALVANIZE, AND REINSTALL EXISTING FLOORBEAMS. TOP FLANGE OF FLOORBEAMS TO BE DRILLED FOR ATTACHMENT OF NEW STRINGERS, NEW, GALVANIZED A325 BOLTS INCLUDED.	\$51,750.00	\$51,750.00
LUMP SUM	NEW, GALVANIZED FLOORBEAM KNEE BRACKETS DESIGNED FOR ATTACHMENT BY BOLTING. NEW, GALVANIZED A325 BOLTS INCLUDED.	\$8,000.00	\$8,000.00
LUMP SUM	NEW, BOLTED GALVANIZED STRUCTURAL STEEL STRINGERS, LATERALBRACING RODS, AND WELDED, EXPANSION ANGLES. GALVANIZING TO BE TOUCH-UP AFTER WELDING.	\$42,350.00	\$42,350.00
LUMP SUM	FIELD CLEAN EXISTING STRINGER BEARING BOXES AND TOUCH-UP AS NECESSARY WITH ZINC PAINT.	\$3,575.00	\$3,575.00
LUMP SUM	NEW 3 GAGE, GALVANIZED, 3" X 9" CORUGATED METAL FLOOR, 18" LAYING WIDTH, BOLT DOWN ATTACHMENTS AND EDGE DAMS INCLUDED.	\$60,500.00	\$60,500.00
LUMP SUM	FILL CORRUGATIONS OF METAL FLOOR WITH CLASS C TYPE CONCRETE USING MAXIMUM #8 AGGREGATE	\$5,400.00	\$5,400.00
LUMP SUM	PLANS AND DETAILING	\$5,000.00	\$5,000.00
LUMP SUM	BID AND PERFORMANCE BOND	\$2,000.00	\$2,000.00
LUMP SUM	MOBILIZATION	\$5,000.00	\$5,000.00
	TOTAL		\$192,075.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **THE OHIO BRIDGE CORPORATION DBA U.S. BRIDGE** 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/

J. P. Dutton /s/

THE OHIO BRIDGE CORPORATION DBA U.S. BRIDGE

BY: Art Rogovin /s/

Art Rogovin

Print/Type Signature

Josh Meyer /s/

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF ACCEPTING PUBLIC ROAD PETITION FOR VACATION OF TWO UNNAMED ALLEYS IN MIDWAY WHEELING TWP. SEC. 7, T-8, R-4/RD. IMP 1154

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the following Public Road Petition for the vacation of two unnamed alleys in Midway located in Wheeling Township, Sec. 7, T-8, R-4 and recorded in Cabinet B Slide 340 in the Belmont County Recorder's office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1154 in accordance with Ohio Revised Code Section 5553.04.

May 24, 2017

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITH PETITION**

Belmont County, Ohio

May 8, 2017
IMP- 1154

To the Honorable Board of County Commissioners of Belmont County, Ohio:

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the vacation of two unnamed alleys in Midway which are located in Wheeling Township Sec.7 T-8 R-4 and on Cab. B Slide 340 in the Belmont County Recorder's Office a Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

For the first alley start on the southwest corner of Lot #20 going 75 feet north to the southwest corner of the lot #8 in a width of 10 feet. Thence from that point going in an eastern direction of 90 feet to the northeastern corner of lot #19 in a width of 12 feet.

For the second alley starting at the southwestern corner of the lot #15 and going in northern direction for the distance of 112 feet to the southwestern corner of lot #4 in a width of 10 feet. Thence from that point going in an eastern direction of 110 feet to the northeast corner of the lot #14 in a width of 12 feet.

PUBLIC ROAD PETITION for Road Imp 1154

- Stephen L. Klan Sr. /s/ 71466 Maynard Rd
- Stephen L. Klan Sr. Saint Clairsville, Ohio 43950
- Helen Klan /s/ 71462 Maynard Road
- Helen Klan St. Clairsville Ohio 43950
- Christine M. Curtis /s/ 49753 Blainesville
- Christine M. Curtis St. Clairsville, Ohio 43950
- James Olinski /s/ 50138 Maynard-Fairpoint Rd
- James Olinski St. Clairsville Ohio 43950
- Sue Olinski /s/ 50138 Maynard Fairpoint Rd
- Sue Olinski St. Clairsville, Oh 43950
- James J. Sloan /s/ 48640 Walnut St Midway
- James J. Sloan St. Clairsville Ohio 43950
- John Spano /s/ 48505 Stonehouse Rd.
- John Spano St. Clairsville OH 43950
- Eric Tingler 48363 Fairpoint Rd
- Eric Tingler /s/ 48570 Fairpoint Maynard Rd – St. Clairsville, Ohio 43950
- Joann P Zavacky
- Joann P. Zavacky /s/ 71577 Main St. St. Clairsville OH 43950
- Janet G Klan /s/
- Janet G Klan 101 Hunt Club Ln, Raleigh NC 27604
- Sandra Haller
- Sandra Haller /s/
- John Jaskowiak /s/ 71571 Main St. Midway
- John Jaskowiak St. Clairsville, O 43950
- Patricia Jaskowiak /s/ 71571 Main St. Midway
- Patricia Jaskowiak St. Clairsville, Ohio 43950
- Kristopher Gereg /s/ 48631 Fairpoint Maynard Rd
- Kristopher Gereg St. Clairsville, OH 43950
- Allen P. Gereg /s/ 72116 Kinsman Rd
- Allen P. Gereg St. Clairsville, OH 43950
- Dawn Schoolcraft /s/ 48653 Dewey Ave
- Dawn Schoolcraft St. Clairsville, OH 43950
- Shawn Schoolcraft /s/ 48653 Dewey Ave
- Shawn Schoolcraft St. Clairsville, OH 43950

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF THE VACATION OF TWO UNNAMED ALLEYS IN MIDWAY Office of County Commissioners

WHEELING TWP. SEC. 7, T-8, R-4/RD IMP 1154 Belmont County, Ohio
Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1154

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 24th day of May, 2017 at the office of the Commissioners with the following members present:

- Mr. Thomas
- Mr. Dutton
- Mr. Meyer

Mr. Thomas moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate two unnamed alleys in Midway located in Wheeling Township Section 7, T-8, R-4 and recorded in Cabinet B Slide 340 in the office of the Belmont County Recorder.

RESOLVED, That the 7th day of June, 2017 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 14th day of June, 2017, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

Mr. Thomas	Yes
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May 24, 2017

Mr. Dutton Yes
Mr. Meyer Yes

Adopted May 24, 2017

Bonnie Zuzak /s/
Assistant Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating,:" "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING
PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1154

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of two unnamed alleys in Midway located in Wheeling Township, Sec. 7, T-8, R-4, and recorded in Cabinet B Slide 340 in the Belmont County Recorder's Office, a public road, the general route and termini of which Road are as follows:

For the first alley start on the southwest corner of Lot #20 going 75 feet north to the southwest corner of the Lot #8 in a width of 10 feet. Thence from that point going in an eastern direction of 90 feet to the northeastern corner of Lot #19 in a width of 12 feet.

For the second alley starting at the southwestern corner of the Lot #15 and going in northern direction for the distance of 112 feet to the southwestern corner of Lot #4 in a width of 10 feet. Thence from that point going in an eastern direction of 110 feet to the northeast corner of the Lot #14 in a width of 12 feet.

Said Board of County Commissioners has fixed the 7th day of June, 2017, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 14th day of June, 2017, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio
Bonnie Zuzak /s/
Bonnie Zuzak, Assistant Clerk

ADV. TIMES LEADER (2) Tuesdays – May 30, 2017 and June 6, 2017

IN THE MATTER OF ENTERING INTO MEMORANDUM OF AGREEMENT FOR SHARED GIS DATABASE

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter into the Memorandum of Agreement (MOA) by and between the State of Ohio Department of Administrative Services, Office of Information Technology (OIT), through the Ohio Geographically Referenced Information Program Office (OGRIP) and the County of Belmont to develop a system that uses and maintains a shared GIS database to support governmental activities of their respective jurisdictions.

Note: This MOA will provide part of the foundation needed to promote and provide the means to realize the sharing of geographic data among all levels of government.

**Memorandum of Agreement
for**

Ohio's Location Based Response System (LBRS)

THIS MEMORANDUM OF AGREEMENT (MOA) is made this 24th day of May, 2017, by and between the State of Ohio Department of Administrative Services, Office of Information Technology (OIT), through the Ohio Geographically Referenced Information Program Office (hereinafter OGRIP), whose principal place of business is 77 South High Street, Riffe Center, 19th Floor, Columbus, Ohio 43215, and the County of Belmont (hereinafter County), having an office at: 101 West Main Street, St. Clairsville, OH 43950.

PURPOSE

OGRIP and the County desire to develop a system that uses and maintains a shared GIS database to support governmental activities of their respective jurisdictions. It is in the joint interest of OGRIP and the County to combine monetary and human resources, share common information, and agree upon relationships of mutual support to best achieve these ends.

The result of this MOA will be the release of funding by the state of Ohio to assist in creating a county level subsystem of the State's Location Based Response System (LBRS). The LBRS is conceived as a system of computers, hardware, software, communication networks, and data that creates an integrated, reliable street addressing solution with valid and verified address information. Each subsystem, and therefore the LBRS itself, will support locating street and structure addresses in their appropriate physical position. Each participating local government will maintain its portion, or subsystem, of the LBRS. State government's role will be to aggregate and preserve each county's subsystem and provide a portal through which spatial data can be conveniently provided to appropriate governmental (regional, state, and federal) groups, and potentially, the general public. The LBRS will be the initial manifestation of a shared spatial framework that will allow eventual integration of other geographically-referenced data, such as jurisdictional boundaries, taxing districts, school districts, etc.

This Memorandum of Agreement will provide part of the foundation needed to promote and provide the means to realize the sharing of geographic data among all levels of government.

Goal

OGRIP and the County through this MOA agree to coordinate their respective staff (including vendors) to help fulfill their own mission and responsibilities and further a vision of enhanced spatial data sharing. To that end, Ohio's Location Based Response System (LBRS) will be a multi-jurisdictional, collaboration yielding a statewide system of computers, hardware, software, communications networks, and data.

Implementation

OGRIP and the County may develop and exchange additional information, instructions, and operating procedures that the parties may deem necessary to implement this MOA. Such information, instructions, and procedures shall be subject to the approval of both parties.

The terms used in this Memorandum of Agreement are defined in Appendix A.

I. GENERAL TERMS and CONDITIONS

A) Nature of the Memorandum of Agreement

OGRIP and the County expressly acknowledge and agree that this MOA sets forth the terms and conditions governing the services to be delivered and performance of services to be rendered by the participants.

B) Agreement Approval

1. Participants shall cause this MOA to be executed first by the appropriate county officials.
2. The participants recognize the MOA is wholly executory and not fully executed and binding until and unless approved by OGRIP. If the Agreement exceeds \$49,999.99 in value, it shall also require the approval of the Office of Finance, Office of Budget and Management, and the Controlling Board.

C) Duration of Term and Termination

1) This MOA shall become effective on the date the MOA is fully executed by both parties after approval as specified in this document under *Signatures*. Subject to Sub-section E (Non-appropriation of Funds), the MOA shall remain in effect until such time as either party wishes to terminate it, or upon failure of the participants to comply with any of the terms and conditions of the agreement.

- A) Voluntary termination shall take effect upon one hundred twenty (120) days' written notice to the other party.
- B) Termination for cause shall take effect after either Party issues a notice of violation to the participant and such participant fails to cure the violation within thirty days of such notice. Within ten (10) days of the termination date, the Participant shall return all data completed through this project to date.

2) OGRIP agrees not to sell, disclose or make available any data obtained through this MOA (without seeking prior approval from the County) to any private organization unless required to do so by law.

3) Concerning the maintenance of the County subsystem, if a Primary Data Steward (definitions are in Appendix A) ceases to be a Participant, all Secondary Data Stewards provided by such Primary Data Steward shall continue to have the ability to use the Data in accordance with the terms and conditions of this MOA.

This MOA shall not be amended, modified, or altered except by a written instrument duly executed by both parties.

D) Consideration

This MOA establishes a partnership between the County and OGRIP to share data resulting from the development of the county-wide LBRS subsystem as previously defined under Purpose and further defined in in the attached Statement of Work. All monetary consideration for this effort will be provided through separate agreement.

E) Non-appropriation of Funds

The State's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments and other obligations due as part of this contract, the State's obligations under this contract are

terminated as of the date that the funding expires without further obligation of the State. In that event the county's obligations are also terminated.

As the current General Assembly cannot commit a future General Assembly to an expenditure, this contract will expire at the end of the biennium. At that time, the State may renew this contract by giving written notice to the county prior to June 30th. In no event shall any renewal period extend past June 30th of a given biennium.

F) Certification of Funds

None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all the following conditions have been met: (a) all statutory provisions under the Code, including Section 126.07, have been met; (b) all necessary funds are made available by the appropriate state agencies; (c) if required, approval of this Contract is given by the Controlling Board of Ohio; and (d) if the State is relying on Federal or third-party funds for this Contract, the State gives the Contractor written notice that such funds have been made available.

G) Indemnity Relating to Third Parties

Each party shall be responsible for any and all claims due to that party's fault or negligence as permitted by Chapter 2743 of the Ohio Revised Code for the State, and for the County as permitted by Chapter 2744 of the Ohio Revised Code.

Neither party shall be responsible for any indirect or consequential damages even if that party has been advised or should have known of such damages.

H) Proposed Methodology

The County will provide the State with sufficient information regarding the development activities of the County's LBRS subsystem to permit the evaluation of the proposed methodology and to ensure its applicability to the State's LBRS. The State's approval of the County methodology will be required prior to the execution of this MOA.

1) Subcontracting

a). If County hires a contractor to develop the County's LBRS subsystem, the contractor will be required to comply with the Roles and Responsibilities detailed in Section Two of this MOA. Additionally, the County will provide the selected contractor's proposal to OGRIP for review and signoff for the development of the County's subsystem. If state funds are to be used to pay for some portion of the contractor's services, OGRIP shall evaluate the selected proposal and methodology to ensure its applicability to the State's LBRS prior to final contractor selection.

b) County shall give OGRIP immediate notice in writing of any legal action or suit filed, and prompt notice of any claim made, against County by any contractor or subcontractor which may result in litigation related in any way to this MOA which may affect the performance of duties under this MOA.

I) Assignments

1. OGRIP agrees not to assign this MOA without prior notice to the County.
2. The County may not assign this MOA without the prior written consent of OGRIP.
3. All provisions contained in this MOA shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of the parties hereto to the same extent as if each such successor or assign were named a party hereto.

J) Entire MOA

These documents constitute the entire MOA between parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This MOA shall not be changed, modified, assigned or altered in any manner except by written instrument executed by authorized representatives of both parties and approved by the OGRIP Council.

The general terms and conditions for the contract are contained in the MOA. If there are conflicting provisions between the documents that make up the contract, the order of precedence for the documents is as follows:

- 1) The LBRS Memorandum of Agreement (MOA), as amended;
- 2) The documents and materials incorporated by reference in the MOA;
- 3) The selected contractor's proposal, as amended, clarified, and accepted by the county and state; and
- 4) The documents and materials incorporated by reference in the selected contractor's proposal.

Notwithstanding the order listed above, change orders and amendments issued after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent of them will take precedence over anything else that is part of the Contract.

K) County Status

In no manner shall County or its employees be deemed employees of the State of Ohio, and, therefore, are not entitled to any of the benefits associated with such employment.

L) Notices

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this MOA shall be in writing and shall be validly given when mailed by registered or certified mail, or hand delivered, (i) if to OGRIP, addressed to OGRIP at its address set forth herein, and (ii) if to County, addressed to County at its address set forth herein. The Parties may specify any address in the US as its address for purpose of notices under this MOA by giving fifteen (15) days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purpose of this MOA.

M) Conflict of Interest

If during the term of the MOA County becomes aware of an actual or potential relationship which may be considered a conflict of interest, County shall notify OGRIP in writing immediately.

N) Severability

Should any provision of the MOA be declared or found to be illegal, unenforceable, ineffective or void, then each party shall be relieved of any obligation arising from such provisions; the balance of the MOA, if capable of performance, shall remain in full force and effect.

II. ROLES and RESPONSIBILITIES

1. County Spatial Management Structure – The County will have a management structure in place that will ensure the successful creation of the County LBRS subsystem. This structure will consist of representation of the County Auditor, County Commissioners, County Engineer and the designated (GIS Director or Coordinator) project manager for this effort. It is recommended that this management structure include the County E-911 coordinator, County EMA Director and the County Health Commissioner. It is imperative that this effort be Countywide and strong consideration will be given to the management structure and its representation to support this effort by OGRIP before proceeding with an MOA.
2. Communication and Coordination – OGRIP agrees to coordinate activities associated with the LBRS with the County and other State Agencies. The County will facilitate communication coordination between OGRIP's Project Manager and contractors, subcontractors and the County's project manager. County and OGRIP agree to designate a single representative who will act as the authorized liaison

- to all participants for the purpose of quality control, data acceptance, data sharing, notification, clearinghouse information and other communication as required. Each representative shall be listed by name, address, telephone, fax and e-mail address.
3. Data Development – The County agrees to be responsible for management and creation of roadway centerline data with address ranges and associated Federal Geographic Data Committee (FGDC)-compliant metadata (see Appendix A) as specified by the OGRIP Location Based Response System Data Specification, December 2004, revised to June 2005 (OGRIP LBRS Road Data Specification). This responsibility extends to supervision of all contractors, subcontractors, project management and oversight for the duration of this project. This could also include the conflation of existing spatial data where appropriate, and the inclusion of other relevant spatial data (best available), e.g., imagery, airport facilities, railroads, rivers and streams, cultural boundaries, etc. Center-lines will be developed in accordance with the specifications associated with the OGRIP LBRS Road Data Specification.
 4. Additional Data Development Services – The County may choose to procure additional contractor services over and above this MOA. Payment for such additional services not outlined in this MOA shall remain the sole responsibility of the County.
 5. Quality Assurance/Quality Control – The County agrees to be responsible for validation and verification of all data developed, including street names, site addresses and address ranges. Local knowledge will be needed to ensure that street names, aliases, and address ranges are complete, displayed correctly and in their appropriate spatial positions. OGRIP will perform quality control of the linkages defined in the specification. OGRIP will also validate connectivity and completeness across jurisdictional boundaries using available digital orthophoto imagery as a reference. Acceptance of final deliverables will not be complete until OGRIP formally accepts the submitted data.
 6. Updates and Maintenance – The County will be responsible for the perpetual update and maintenance of the County’s LBRS subsystem and spatial data assets. OGRIP will be responsible for the integration of the County’s subsystem data into the state’s Location Based Response System (LBRS). The County agrees to be responsible for the administration, coordination and submission of maintenance and updates associated with the LBRS subsystem and related spatial data including the timely update and maintenance of the Ohio County GIS Profile survey. Both Parties will develop a mutually agreed upon schedule for the frequency of maintenance and update submission (including Metadata) to OGRIP for publishing to the GEOhio Spatial Information Portal.
 7. LBRS Data Usage/Data Sharing - For consideration of the State’s contribution toward the development of the County’s LBRS subsystem, the County grants full access and ownership to all LBRS data generated for the County’s subsystem to the State. The State, as owner of the spatial data obtained through this MOA, retains unlimited distribution rights to LBRS data in the Public Domain. If a request to the County is submitted by a state agency, the County will direct the state agency to OGRIP for release of data.
 8. Population of GEOhio – The state will publish and populate spatial data holdings and metadata obtained through this MOA to the GEOhio portal. The County agrees that it will continue to furnish updates to GEOhio.
 9. County’s Agent or Consultants – The County shall ensure in writing that any data transferred to or prepared by County’s agent or consultant will be in the custody and control of the County and shall not alter the rights and obligations of the County as a Primary or Secondary Data Steward of the data. The County agrees to adhere to the criteria adopted by OGRIP regarding release of data to an agent or consultant.
 10. Private Confidentiality – Both Parties agree not to disclose any data exempted from disclosure by applicable Federal and State law.
 11. Disputes – When disputes arise among County and OGRIP, the OGRIP Council shall mediate such disputes.

SIGNATURES

This MOA will take effect immediately upon the signing of this document by the appropriate officials below:

STATE	COUNTY
_____	<u>Mark A. Thomas /s/</u> _____
Director	Signature
Department of Administrative Services	<u>Mark A. Thomas</u> _____
_____	Print Name
Print Name	<u>Commissioner</u> _____
_____	Title
Date	<u>5-24-17</u> _____
OGRIP	Date
_____	<u>J. P. Dutton /s/</u> _____
OGRIP Council Chair	Signature
_____	<u>J. P. Dutton</u> _____
OGRIP Council Representative	Print Name
_____	<u>Commissioner</u> _____
OGRIP Council Representative	Title
_____	<u>5-24-17</u> _____
OGRIP Council Representative	Date
_____	<u>Joshua M Meyer /s/</u> _____
OGRIP Council Representative	Signature
_____	<u>Joshua M Meyer</u> _____
OGRIP Council Representative	Print Name
_____	<u>Commissioner</u> _____
	Title
	<u>5-24-17</u> _____
	Date

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

Approved as to form
David K. Liberati /s/Assist
 Prosecuting Attorney

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE JUVENILE COURT FUNDING APPLICATION UPDATE OF ODYS SUBSIDY GRANT FOR FY 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the **Ohio Department of Youth Services Subsidy Grant-Juvenile Court Funding Application Update** on behalf of Belmont County Juvenile Court for Fiscal Year 2018.

Note: This grant covers program costs for C-CAP, Truancy, and Drug Testing

**OHIO DEPARTMENT OF YOUTH SERVICES
 JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION**

(Submit original to the Bureau of Subsidies & Grants by June 1, 2017)

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as “Department”), and the Belmont County Board of County Commissioners (herein referred to as “County”) on behalf of the Belmont County Juvenile Court (herein referred to as “Juvenile Court”). The Department will provide the base and variable allocations for each fiscal year for the biennial period beginning July 1, 2017, and ending June 30, 2019, subject to the terms and conditions of this agreement.

TERMS AND CONDITIONS

Eligibility

This Grant Agreement and Funding Application must be signed by the Administrative Judge and President of the County Commissioners or County Executive. A copy must be submitted to the local Ohio Family and Children First Council. The program shall include a method of assuring equal access for minority youth to the programs, care, and services provided through this grant.

Program Performance:

- 1) The Juvenile Court agrees to provide prevention, treatment, and rehabilitation programs for alleged or adjudicated unruly and delinquent children or children at risk of becoming unruly and delinquent children, inclusive of alternatives to commitment of youth to the Department.
- 2) The Juvenile Court agrees to provide early intervention, treatment and rehabilitation programs for youth adjudicated delinquent, unruly, or juvenile traffic offenders as outlined in this Agreement.
- 3) The Juvenile Court agrees to develop effective programs for youth, which preserve their rights and dignity. Program activities must be safe, productive, humane, and adequately supervised.
- 4) The Juvenile Court agrees to refer to the Standard Activity Purpose Categories and Primary Intervention instructions included with this Agreement when developing programs. All proposed programs must be approved by the Bureau of Courts and Community Services.
- 5) If funds are used to place youth in a detention facility or community rehabilitation center, the facility must provide programming approved by the Bureau of Courts and Community Services and must meet the Ohio Department of Youth Services Standards for Detention Centers or Standards for Community Residential Centers, or be accredited by the American Correctional Association, or adhere to OJDPA standards
- 6) If funds are used to place youth in a community corrections facility, the facility must meet the Ohio Department of Youth Services Standards for Community Residential Centers.
- 7) If funds are used to provide out of home placement of youth in a facility other than those identified in (5) or (6) above, the facility must be certified by a state agency with certification, licensure, or approval authority, including, but not limited to, the Department of Youth Services, Department of Job and Family Services, Department of Education, Department of Mental Health, or Department of Mental Retardation and Developmental Disabilities, or be accredited by the American Correctional Association.
- 8) The Juvenile Court agrees to participate in any program and fiscal monitoring conducted by or on behalf of the Department.
- 9) The Juvenile Court agrees to monitor and evaluate all programs funded through this grant.
- 10) If the Juvenile Court fails to submit the required data reporting forms or other documentation, the Department shall not make payments to the county until the required information is received.
- 11) If a variable allocation payment is withheld due to failure to submit required reports and those reports are not submitted within 180 days of the due date, then the payment shall not be made to the county.
- 12) The Juvenile Court shall complete and submit with the Funding Application the individual Program Outcomes in Attachment B of this Agreement.
- 13) Describe the methods employed to ensure equal access of minority youth to grant programs:
- 14)

First Year (FY 2018) Goals:
a) Projected number of admissions to DYS in FY 2018: _____
b) Projected number of admissions to a CCF in FY 2018: _____

Fiscal Accountability:

1. The Juvenile Court shall complete Attachment A of this Agreement.
2. Funds shall be used only for the provision of direct services to youth and for administrative costs associated with the direct services provided.
3. Administrative costs charged to a program are limited to those essential to the administration of the program; indirect costs charged by the county are unallowable within the grant.
4. Funds shall be deposited into the county Felony Delinquent Care and Custody Fund.
5. Funds received by the Juvenile Court shall not be commingled with any other funds.
6. All expenditures must be directly related to the approved programs identified in this Agreement.
7. The Juvenile Court shall maintain files on all contracts funded with grant funds, which shall be made available to DYS upon request.
8. Funds shall not be used for capital construction projects in a total amount exceeding 15% of the base allocation for the current fiscal year. No variable funds may be used for capital construction projects.
9. If any cash balance exists at the end of the state fiscal year, it shall be carried over into the next fiscal year within the Felony Delinquent Care and Custody Fund and shall not be reverted to the county's general fund.
10. Funds shall be in addition to, and shall not be used to reduce, any usual annual increase in county funding that the Juvenile Court is eligible to receive, or the current level of county funding of the Juvenile Court, and of any programs or services for delinquent children, unruly children, juvenile traffic offenders, or non-adjudicated youth supported by county moneys.
11. Funds shall be in addition to, and shall not be used to supplant, any existing county funds.
12. Reimbursement for training and travel costs is limited to that which relates to court services to youth. Records for these expenses shall be maintained.
13. Should a county employee be employed and paid by the subsidy grant in addition to his/her full time job, the work must be performed on the employee's own time outside of his/her core hours for the other job and compensation must be reasonable and consistent with fair market value. Hours worked for both jobs must be clearly documented.
14. Overtime premiums paid to court employees must be prorated among the various activities of the employee and may not be charged exclusively to grant funds unless the employee works full time on the grant. Overtime rates can be paid only if, and in proportion to the time, the employee worked on the grant during the relevant time period.
15. At the time of separation from employment, the Department will only recognize accrued vacation/sick leave expense liability in proportion to the percentage of the employment period during which the employee was employed in programs funded by the grant and paid from grant funds, pursuant to statutory and county policy limits.
16. All obligations must be incurred by June 30th of each State Fiscal Year and liquidated by September 30th of the following State Fiscal Year, excepting unemployment and worker's compensation expenses.
17. Expenditures shall not exceed an approved program or approved program line item by twenty percent or five thousand dollars, whichever is less. An amendment must be submitted for the Department's prior approval for any expense which would exceed these limits or which would alter the nature of the program.
18. Up to one thousand dollars may be moved between or within programs into an approved program line item. In such cases, the court shall submit amended budget forms to the Department. Transfers of more than one thousand dollars require that an amendment be submitted to the Department for approval prior to the transfer of funds.
19. Cost of equipment, property, services or any other budgeted items must be at fair market value, or that which would be paid by a prudent buyer in a given community.
20. All purchases are subject to county purchasing policies and procedures, except that purchases of direct service for youth do not have to be competitively bid. If no county purchasing procedures exist, state purchasing procedures as outlined in the Ohio Revised Code shall be followed.
21. Proper inventory schedules must be maintained for all equipment purchased with grant funds, including the following information for all equipment: number, purchase price, date of acquisition, vendor, condition and location.
22. County-established guidelines will be used for the salvage of unusable, damaged, and/or non-repairable equipment taken out of the juvenile court or programs funded by the grant. If no county guidelines exist, state guidelines shall be followed.
23. The Department shall suspend funding to a Subsidy Grant funded program if it finds failure to comply with the Ohio Revised Code or administrative rules promulgated by the Department.

Audits and Monitoring

1. The Juvenile Court shall submit tracking forms, statistical information and other reports on forms and according to the time frame established by the Department.
2. The Juvenile Court shall maintain records as needed to allow the Department or its designee to conduct program monitoring and evaluation.
3. The Juvenile Court shall, in writing, request the Auditor of State to perform additional procedures as part of the audit performed under Section 117.11 of the Ohio Revised Code, and shall provide a copy of applicable sections of the audit report to the Department upon request. The cost of performing the additional audit procedures shall be paid from the Felony Delinquent Care and Custody Fund. The scope of the additional procedures shall include legal compliance with Sections 5139.34 and 5139.43 of the Ohio Revised Code and Chapter 5139-67 of the Ohio Administrative Code, and examination of revenues and expenditures, cash balance, outstanding obligations and internal controls.
4. The Department may perform an audit of the county Felony Delinquency Care and Custody Fund. When a county is selected for audit, the Department will perform an audit of the fiscal records in accordance with generally accepted auditing standards, including such tests of the funding records and such auditing procedures considered necessary under the circumstances. The scope of the audit will encompass, but may not be limited to, an examination of the financial transactions, funds and reports pertaining to the approved programs and an evaluation of compliance with the established rules and Grant Agreement.
5. Upon completion of the audit examinations, the Department shall issue an audit report which shall include a statement regarding the expenditures of funds and compliance with applicable regulations and the Grant Agreement, and with approved program amendments.
6. Within one hundred twenty (120) days of the date the Department conducts an audit, the Department shall, in writing, notify the Administrative Juvenile Judge of its intention to take exception to any of the actual costs therein reported. The County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within forty-five (45) days unless an appeal of the exception is filed.
7. If, within forty-five (45) days of the date of the Department's notification to take exception, the Administrative Juvenile Judge or Board of County Commissioners does not file with the Department a request for appeal, the action proposed in the Department's notification shall be final and binding. If an appeal is filed, the Director of the Department shall notify the juvenile court regarding the decision of the appeal within forty-five (45) days from its receipt. The actions proposed in the Department's notifications may be made final and binding before the expiration of the forty-five days within which the county may appeal if the Administrative Juvenile Judge and the Board of County Commissioners waive, in writing, the provisions of this paragraph. If the determination is made that the appeal of the exception is denied, the County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within thirty (30) days of notification of the appeal decision.
8. If the County Fiscal Agent fails to repay the amount of the exception as provided in numbers (6) and/or (7) above, the amount will be deducted from the Juvenile Court's future base or variable payments.
9. The Juvenile Court shall, with reasonable advance notice, provide the Department or its designee with access to records, including any or all documents related to the Felony Delinquent Care and Custody Fund.
10. The Juvenile Court shall maintain accurate, legible and current fund records which indicate all income and expenditures related to the Felony Delinquent Care and Custody Fund.
11. The Juvenile Court shall support all income and expenditures with documentation to provide a clear audit trail for every transaction.
12. The Juvenile Court shall maintain all records related to this Agreement until the Department has accepted a final closing expenditures report for the last year for which the record documents or supports a cost or expenditure, or for three years, whichever is longer.

Certification of Program Compliance and Non-Supplanting of Funds:

We certify that this program is in compliance with applicable sections of Ohio Revised Code, Sections 5139.34 and 5139.41 - 5139.44, and the Administrative Rules promulgated by the Department and will comply with all laws, including those involving ethics and all executive orders. A copy of this agreement has been submitted to the local Ohio Family and Children First Council.

Authorized Signatures:

Judge Mark Costine /s/	5-9-17
Administrative Judge	Date
Mark A. Thomas /s/	5-24-17
President, Board of County Commissioners or County Executive	Date

Approval:

Director, Department of Youth Services	Date
Upon roll call the vote was as follows:	
Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

IN THE MATTER OF APPROVING THE HIRING OF MISTY SMITH, PART-TIME SUPPORT WORKER II/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Misty Smith for the position of part-time Support Worker II at Senior Services of Belmont County, effective May 30, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING THE HIRING OF MINDI BAKER, PART-TIME DRIVER/SSOBC

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the hiring of Mindi Baker for the position of part-time driver at Senior Services of Belmont County, effective May 30, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF AUTHORIZING THE HIRING OF CRISTAL OLACK AND JILL MERRYMAN AS FULL TIME PERMANENT PUBLIC ASSISTANCE CASE MANAGERS FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

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

RESOLUTION

May 24, 2017

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Christal Olack, effective May 30, 2017 and Ms. Jill Merryman, effective June 12, 2017 as Public Assistance Case Managers. Ms. Olack and Ms. Merryman will be employed as full time permanent, bargaining unit employees. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract (\$18.55 p/h).

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING REVISED QUOTE FROM STALEY COMMUNICATION, INC/SHERIFF

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve *revised* Quote Numbers 54806-00 RP and 54807-00 RP from Staley Communication, Inc., in the total amount of \$30,026.52 for the uplifting of two (2) 2017 Ford Explorer AWD Police Interceptors purchased for the Belmont County Sheriff on 05/03/17. (*Note: Original quotes approved 05/10/17; camera equipment has now been removed.*)

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING PROPOSAL FROM ERB ELECTRIC COMPANY/SENIOR SERVICES COMMUNITY BUILDING

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the proposal dated May 22, 2017, from Erb Electric Company in the amount of \$11,250.00 for all labor and materials necessary to replace the five (5) exterior door keypads and to provide and install associated cabling and equipment, including access controller, keycards and card printer kit, at the new SSOBC – Community Building.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPROVING ESTIMATE FROM LAROCHE TREE SERVICE, INC/ANIMAL SHELTER

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve Estimate Number 1083 from LaRoche Tree Service, Inc., in the amount of \$3,200.00 for removal of two trees at the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING QUOTE FROM BELMONT EQUIPMENT SALES, INC/BUILDING AND GROUNDS DEPT.

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the quote dated May 22, 2017, from Belmont Equipment Sales, Inc., in the amount of \$5,600.00 for the purchase of one (1) Bush Hog Model 3008 eight-foot rotary mower for the Commissioners' Building and Grounds Department.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

IN THE MATTER OF AUTHORIZING COMMISSION PRESIDENT TO SIGN THE SERVICE AGREEMENT WITH VALTECH COMMUNICATIONS/EASTERN/NORTHERN COURT

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and authorize Commission President Mark A. Thomas to sign the Service Agreement with ValTech Communications for the installation of phone, fax and internet service at the temporary location for Belmont County Eastern/Northern Court; installation fees of \$535.00 and monthly recurring charges of \$409.95. (*CORSA Claim Number 0160028175*)

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Mr. Thomas noted on Monday, the staff moved to a temporary location on N. Guernsey St. in Bellaire for 45 to 60 days while repairs are being done due to the fire. All charges will be reimbursed through the insurance company, but the county has to pay up front. Court is being held at the Belmont County jail.

BREAK

9:30 Jennifer Woolard, Belmont County Animal Rescue League

Re: Animal Shelter donation

Present: BCARL Executive Director Jennifer Woolard; Animal Shelter Director Angela Hatfield; BCARL Treasurer Denise Troy and Robert DeFrank, Times Leader.

Ms. Woolard presented a \$30,000.00 check to the Belmont County Animal Shelter for shelter improvements. Ms. Hatfield said it's a pleasure working with BCARL. Mr. Thomas said for many years they had a contract with BCARL to run the shelter, but the relationship broke down in 2014 and the county took over running the shelter. He said he is elated there is now dialog between both organizations and that the common purpose is the animals.

BREAK

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:49 A.M.

Motion made by Mr. Thomas, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline and employment of public employees.

Upon roll call the vote was as follows:

May 24, 2017

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

Barb Blake, Fiscal Manager, also joined executive session.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION**

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Yes

AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN

RECESS-Mr. Thomas noted the meeting will be left open for possible further action.

Reconvened Friday, May 26 at 9:05 a.m. Present: Commissioners Thomas and Dutton and Bonnie Zuzak, Assistant Clerk. Absent: Commissioner Meyer

Commissioner Thomas noted Commissioner Myer was in attendance for the May 24 meeting, but was absent today due to a work obligation.

**IN THE MATTER OF TERMINATING THE CONTRACT
WITH ATC HEALTHCARE SERVICES, INC.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to terminate the contract with ATC Healthcare Services, Inc., effective June 30, 2017.
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Absent

**IN THE MATTER OF TEMPORARILY INCREASING BCSSD
EMPLOYEE DANIEL FARMER'S PAY BY 5%**

Motion made by Mr. Thomas, seconded by Mr. Dutton to temporarily increase BCSSD employee Daniel Farmer's pay by 5% as he fills the role of Distribution Manager during the leave of absence of the Distribution Manager, effective May 30, 2017 until June 18, 2017.

Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Absent

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:07 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at
Upon roll call the vote was as follows:

Mr. Thomas	Yes
Mr. Dutton	Yes
Mr. Meyer	Absent

Read, approved and signed this 31st day of May, 2017.

Mark A. Thomas /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Mark A. Thomas and Bonnie Zuzak, President and Assistant 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

Bonnie Zuzak /s/_____ ASSISTANT CLERK