

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas and J. P. Dutton, Commissioners and Jayne Long, Clerk of the Board. Absent: Commissioner Josh Meyer.

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

**Commissioner Thomas noted Commissioner Meyer is on vacation.**

**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 \$1,000,802.54**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0051-A001-A50.000 Budget Stabilization	E-0256-A014-A01.000 CORSA Costs	\$ 50,000.00
E-0257-A015-A15.074 Transfers-Out	E-0256-A014-A01.000 CORSA Costs	\$400,000.00

**S12 PORT AUTHORITY FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S07.000 Professional Services	E-9799-S012-S03.012 Equipment	\$3,300.00

**S30 OAKVIEW JUVENILE REHABILITATION FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S68.006 Hospitalization	\$14,000.00

**S77 COMMUNITY-BASED CORRECTIONS ACT GRANT FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$4,276.50

**S79 CERTIFICATE OF TITLE ADMINISTRATIVE FUND/CLERK OF COURTS**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S03.010 Title Supplies	E-6010-S079-S10.074 Transfers Out	\$6,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**S79 CERTIFICATE OF TITLE ADMINISTRATION FUND AND THE GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-6010-S079-S10.074 Transfers Out	R-0040-A000-A47.574 Transfers In	\$6,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/ HOLDING ACCOUNT CHARGEBACK FOR MAY, 2017**

Motion made by Mr. Thomas, seconded by Mr. Dutton to make the following transfer of funds for the Y-95 Employer's Share PERS/ Holding Account for the month of May, 2017.

**Gross Wages P/E 5/13/17 THRU 5/27/17**

<b>General Fund</b>	<b>FROM</b>	<b>TO</b>	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,590.54</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>814.24</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>887.04</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>2,925.24</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>4,806.68</b>
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	<b>212.80</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>6,252.80</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>2,597.51</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>776.08</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>6,619.37</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>7,605.45</b>
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	<b>551.98</b>

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COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,225.54</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,168.32</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>2,792.68</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,803.50</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,946.18</b>
PROSECUTING ATTNYS	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>7,357.54</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>4,093.60</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>14,766.02</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,797.50</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>956.74</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>3,322.57</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>2,660.30</b>
BD OF ELECT/EMPL	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>3,344.72</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>384.58</b>
			<b>96,291.52</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>2,094.30</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>2,379.20</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>502.00</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>386.68</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>461.44</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>557.62</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>521.71</b>
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	<b>455.42</b>
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	<b>211.68</b>
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>707.28</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>46,994.75</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>7,222.62</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>4,067.71</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>2,914.43</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>13,440.35</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,361.42</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>806.40</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>324.80</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,551.65</b>
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	<b>576.72</b>
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>604.87</b>
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	<b>370.48</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>1,223.26</b>
WW#2	E-3701-P003-P29.003	R-9895-Y095-Y01.500	
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>12,778.71</b>
SSD#1	E-3704-P051-P13.003	R-9895-Y095-Y01.500	

SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>3,194.68</b>
SSD#3A	E-3706-P055-P13.003	R-9895-Y095-Y01.500	
SSD#3B	E-3707-P056-P13.003	R-9895-Y095-Y01.500	
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>1,130.76</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>7,278.11</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>8,800.83</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>2,876.44</b>
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	<b>320.38</b>
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>30,007.68</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>16,040.30</b>
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	<b>570.76</b>
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	<b>80.60</b>
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>748.96</b>
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>3,375.33</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>671.52</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	<b>84.00</b>
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>2,327.50</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>539.14</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>603.08</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	<b>193.20</b>
			<b>281,968.95</b>

Upon roll call the vote was as follows:

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

**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 June 14, 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	Absent

**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-Michael Schlantz** to Columbus, OH, on June 19, 2017, to attend the monthly CCMEP meeting. A county car will be used for travel. Estimated expenses: \$12.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 31, 2017.

Upon roll call the vote was as follows:

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

Commissioner Thomas made the following announcement:

The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County Public Defender Commission. Applications will be accepted through June 30, 2017. Interested parties may stop in or contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

Interested parties may also submit an application at any time for consideration as various other board openings become available.

**IN THE MATTER OF RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION/ BELMONT COUNTY LIBRARY DISTRICT**

**RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION**

**Rev. Code Secs. 5705.19, .191., .192, .21, .26.**

The Board of Commissioners of Belmont County, Ohio, met in regular session on the 14<sup>th</sup> day of June, 2017, at the office of the commissioners with the following members present:

Mark A. Thomas                      J. P. Dutton

Commissioner Thomas moved the adoption of the following Resolution:

**Whereas**, the amount of taxes which may be raised within the ten mill limitation will be insufficient to provide adequate funding for the necessary requirements of said Belmont County Library District, Belmont County, Ohio; therefore, be it

**Resolved**, by the Board of Commissioners of Belmont County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a renewal tax in excess of the ten mill limitation for the benefit of Belmont County Library District, for the purpose of

**FUNDING THE BELMONT COUNTY LIBRARY DISTRICT, WHICH INCLUDES MARTINS FERRY CITY SCHOOL DISTRICT; SHADYSIDE LOCAL SCHOOL DISTRICT; BRIDGEPORT EXEMPTED VILLAGE SCHOOL DISTRICT; UNION LOCAL SCHOOL DISTRICT, That portion within Belmont County; HARRISON HILLS SCHOOL DISTRICT, That portion within Belmont County; BUCKEYE LOCAL SCHOOL DISTRICT, That portion within Belmont County; SWITZERLAND OF OHIO LOCAL SCHOOL DISTRICT, That portion within Belmont County, (EXCLUDING THE BARNESVILLE EMEMPTED VILLAGE SCHOOL DISTRICT, BELLAIRE LOCAL SCHOOL DISTRICT, AND ST. CLAIRSVILLE-RICHLAND CITY SCHOOL DISTRICT LIBRARIES). FOR CURRENT EXPENSES IN ACCORDANCE WITH SECTIONS 5705.03, 5705.23 OF THE REVISED CODE OF OHIO** at a rate not to exceed **1 mill** for each one dollar valuation, which amounts to **\$.10** for each one hundred dollars (\$100) of valuation, for a **five-year period of time commencing with tax list year 2018**, for first collection 2019.

**Resolved**, that the question of levying additional taxes be submitted to the electors of said Belmont County Library District at the General election to be held at the usual voting places within said Belmont County on the 7<sup>th</sup> day of November, 2017; and be it further

**Resolved**, that said levy be placed upon the tax list of the current year after the February settlement next succeeding the election, if a majority of the electors voting thereon vote in favor thereof; and be it further

**Resolved**, that the Clerk of this Board is hereby directed to certify a copy of this resolution to the Board of Elections of Belmont County, Ohio, forthwith, as provided by law and notify said Board of Elections to cause notice of election on the question of levying a tax to be given as required by law.

Commissioner Dutton seconded the motion and the roll call being called upon its adoption the vote resulted as follows:

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

Adopted the 14<sup>th</sup> day of June, 2017

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of June 14, 2017 as recorded in Volume 99 of the County Commissioners Journal.

Jayne Long /s/  
Jayne Long, Clerk  
Belmont County, Ohio

**IN THE MATTER OF ACCEPTING RECOMMENDATION OF INSURANCE COMMITTEE TO MOVE BASIC LIFE INSURANCE FROM DEARBORN NATIONAL TO MUTUAL OF OMAHA**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the recommendation of the insurance committee to move the basic life insurance from Dearborn National to Mutual of Omaha effective 7/1/17 and to offer voluntary life insurance to the members with an effective date of 10/1/17.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING A SUBORDINATION AGREEMENT FOR PROPERTY OWNED BY JASON AND ALICIA WILLIAMS/BELOMAR**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign a Subordination Agreement in the amount of \$140,800.00 in regard to property owned by Jason and Alicia Williams, based upon the recommendation of Rick Healy, Belomar Regional Council

**SUBORDINATION AGREEMENT**

KNOW ALL MEN BY THESE PRESENTS, that in consideration that WesBanco Bank Inc., 1 Bank Plaza, Wheeling, WV 26003, shall loan the sum of **\$140,800.00** to **Jason and Alicia Williams**, married, of 150 Commodore Drive, Barnesville, OH, upon the security of a mortgage recorded in Official Record Volume \_\_\_\_\_, Pages \_\_\_\_\_, upon the following real property:

Situated in the Village of Barnesville, County of Belmont, State of Ohio, and known as and being Lots 22 and 23 as shown and designated on the Plat of Captina Creek Estates as platted and of record in Cabinet C, Slide 199, of the Belmont County Plat Records.

The undersigned, Mark A. Thomas and J. P. Dutton, Belmont County Commissioners, hereby consent, promise and agree that said Mortgage deed so to be executed and delivered to said WesBanco Bank Inc., 1 Bank Plaza, Wheeling, WV 26003, shall be a first and best lien on said premises, and hereby postpone and subordinate to said mortgage so to be executed, and waive, in its favor, the priority of mortgages thereon, dated April 28, 1998, executed and delivered to the Belmont County Recorder, by said **Jason and Alicia Williams**, and recorded in Volume 700, at Pages 411-412 of the Records of Mortgages of Belmont County, Ohio, to the extent of the lien of which mortgages WesBanco Bank Inc., is now the owner and holder.

Mark A. Thomas and J. P. Dutton, Belmont County Commissioners, have caused their names to be subscribed hereto this 14<sup>th</sup> day of June, 2017.

By: Belmont County Commissioners:  
Mark A. Thomas /s/  
Mark A. Thomas  
J. P. Dutton /s/  
J. P. Dutton

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ODJFS  
LOCAL WORKFORCE DEVELOPMENT SYSTEM SUBGRANT AGREEMENT**

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve and authorize Commission President Mark A. Thomas to sign the Ohio Department of Job and Family Services Local Workforce Development System Subgrant Agreement for the administration of workforce development activities in Local Area 16 as follows: Subgrant G-1819-15-0188 effective July 1, 2017 through June 30, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXECUTING THE ODJFS SUBGRANT AGREEMENT  
FOR THE JUVENILE COURT'S TITLE IV-E PROGRAM FUNDS**

Motion made by Mr. Dutton, seconded by Mr. Thomas to approve and authorize Commission President Mark A. Thomas to execute the Ohio Department of Job and Family Services Subgrant Agreement, G-1819-06-0139 for the Belmont County Juvenile Court's Title IV-E program funds effective July 1, 2017 through June 30, 2019 in an amount not to exceed Two Million Dollars (\$2,000,000.00).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT  
BETWEEN BELMONT COUNTY DEPT. OF JOB & FAMILY SERVICES  
(ON BEHALF OF BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL) AND  
THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES FOR THE  
EARLY INTERVENTION PROGRAM (PART C)**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve and sign the contract between Belmont County Department of Job & Family Services, (on behalf of the Belmont County Family and Children First Council) and the Belmont County Board of Developmental Disabilities, for the **Early Intervention Program (Part C)**, effective July 1, 2017 through June 30, 2018, in the maximum amount of \$97,327.00.

**EARLY INTERVENTION PROGRAM CONTRACT**

This agreement to provide administrative services for the **Early Intervention Program for Service Coordination** is entered into on this **1<sup>st</sup> day of July, 2017** by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "**Department**" and the Belmont County Board of Developmental Disabilities (TIN 34-6000236), hereinafter referred to as "**Provider**."

**ARTICLE I: PURPOSE**

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

**ARTICLE II: EFFECTIVE DATES**

This contraction shall extend from **July 1, 2017 through June 30, 2018**, inclusive, unless otherwise terminated pursuant to Article VI. It may be extended beyond this time period upon the execution of a written amendment pursuant to Article VI contingent upon available funding.

**ARTICLE III AMOUNT OF CONTRACT/PAYMENTS**

- A. The payment for services provided in accordance with this provisions of this contract shall not exceed **\$97,327.00** unless both the **Provider** and the **Department** agree upon an amended amount and are contingent upon the availability of funds.
- B. The **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. The **Provider** will establish and maintain all fiscal records as needed and as required to justify expenditures.
- C. The **Provider** will submit a quarterly expenditure report and invoice to the **Department** within fifteen (15) working days following the last working day of the quarter as the quarterly reimbursement report will be due by the twenty-fourth (24<sup>th</sup>) day of the month following the quarter.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

**ARTICLE IV: GENERAL REGULATIONS**

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

requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Department** as necessary to ensure understanding and the success of completion of the contract activities.

#### **ARTICLE V: DELIVERABLES**

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

#### **ARTICLE VI: TERMINATION AND AMENDMENT**

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

#### **ARTICLE VII: LIMITATION OF LIABILITY**

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

#### **ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS**

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

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Department** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Department**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Department**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

#### **ARTICLE IX: CONSTRUCTION**

June 14, 2017

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

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

Vince Gianangeli /s/ 6-6-17  
Vince Gianangeli, Director Date  
Belmont County Department of Job and Family Services

Stephen L. Williams /s/ 6-6-17  
Stephen L. Williams, Superintendent Date  
Belmont County Board of Developmental Disabilities

Mark A. Thomas /s/ 6-14-17  
Mark A. Thomas, President Date  
Belmont County Board of Commissioners

J. P. Dutton /s/ 6-14-17  
J. P. Dutton, Vice-President Date  
Belmont County Board of Commissioners

\_\_\_\_\_  
Josh Meyer, Commissioner Date  
Belmont County Board of Commissioners

Approved as to form:

David K. Liberati /s/ assist P. A.  
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE RELEASE OF ROAD USE MAINTENANCE AGREEMENTS (RUMAS) DATED APRIL 15, 2015 AND SEPTEMBER 2, 2015, FROM TEXAS EASTERN TRANSMISSION, LP/ENGINEERS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the release of Road Use Maintenance Agreements (RUMAS) dated April 15, 2015 and September 2, 2015, from Texas Eastern Transmission, LP for the use of the following, based upon the recommendation of Terry Lively, Belmont County Engineer.

- 1) 1.65 miles of CR 14, Farmington Road
- 2) 0.52 miles of CR 6, Sharon Road
- 3) 1.84 miles of CR 214, High Ridge Road
- 4) 1.57 miles of CR 10, Blaine Barton Road
- 5) 0.18 miles of CR 28B, Banfield Road
- 6) 1.59 miles of CR 4, Willow Grove Road
- 7) 1.89 miles of CR 30, Dixon Hill Road
- 8) 7.477 miles of CR 48, Wegee Road
- 9) 3.80 miles and 0.35 miles of CR 54, Pipe Creek Road
- 10) 2.82 miles and 0.73 miles of CR 56, Mount Victory Road
- 11) 0.33 miles of CR 56, Cats Run Road

*Note: County wide Bond #022051346 for \$2 million remains in effect for future work.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR STATEMENTS OF QUALIFICATIONS TO ESTABLISH A FILE OF QUALIFIED DESIGN PROFESSIONALS**

Motion made by Mr. Thomas, seconded by Mr. Dutton to advertise for statements of qualifications to establish a file of qualified design professionals for use with projects when the design fee will be less than \$50,000.00.

*Note: Services which qualifications will be included in the file include architects, engineers, landscape architects, and surveyors.*

**NOTICE**

The Board of Commissioners, Belmont County, Ohio is accepting qualifications from design professionals to include in a file for use with projects when the design fee will be less than \$50,000. Requests for a more detailed public announcement of the types of anticipated required services and the qualifications file may be obtained at the Commissioners Office, 101 W. Main Street, St. Clairsville, Ohio 43950 between the hours of 8:30 a.m. to 4:30 p.m., Monday through Friday. Statements of qualification will be accepted until 4 pm on June 27, 2017, to establish the initial file; statements of qualification will be accepted at any time after that to be included in the file as projects are identified. Times Leader Advertisement 2 Saturdays, June 17 and June 24, 2017.

**REQUEST FOR STATEMENTS OF QUALIFICATION TO ESTABLISH A FILE OF QUALIFIED DESIGN PROFESSIONALS**

The Board of County Commissioners, Belmont County, Ohio (the "Board") hereby gives notice of its intent to establish a file with current qualifications from design professionals to use as a resource when the compensation for design services will be less than \$50,000. Services for which qualifications will be included in the file include architects, engineers, landscape architects, and surveyors.

The qualifications file is being established pursuant to the authority in Ohio Revised Code Section 153.68, which permits a public authority to maintain a file of current statements of qualifications for pre-qualified design professionals from which it may select a firm to provide services when the estimated professional design fee will be less than \$50,000.00. All qualifications received will be maintained in the file and will remain current for a period of one-year after receipt; firms are requested to provide updates to the qualifications on an annual basis to remain current. Qualifications to be included in the qualifications file will be accepted at any time.

**Statements of Qualification**

Statements of qualifications should include the following:

1. Information regarding the firm's history.
2. Education, technical training, and experience of owners and key personnel.
3. The firm's experience in designing small projects for Boards of County Commissioners and other political subdivisions in Ohio.
4. The firm's equipment and facilities.
5. Past performance as reflected in evaluations of previous and current clients with respect to factors such as control of costs, quality of work, and meeting deadlines. The firm should include a list of four (4) relevant public projects involving design and construction, which the firm has designed during the past five years. Three of these projects should be the firm's most recent public projects. The following information should be included for each project:
  - a. Project owner, name of project and location;

- b. Brief description of the project;
  - c. Year completed or anticipated completion date;
  - d. Construction cost;
  - e. Other relevant information about the project and the firm's services;
  - f. Reference contact person and phone number.
6. The firm's past experience with the Board, if any.
  7. The ability of the individuals identified by the firm who will be responsible for document production and communication with the Owner during the Project to communicate with the Owner.

Proposal for a Specific Contract

In addition to the qualifications identified above and to the extent the information has not previously been provided, if the firm is submitting a proposal for one of the available contracts, the firm's submittal should include the following:

1. Identification of the principal in charge of the services to be provided, as well as any other personnel assigned to assist with the services, together with the education, training, and experience of these individuals, to the extent it has not been provided in the firm's statement of qualifications.
2. Description of the steps the firm will take to coordinate design and work on the work with the Board's representatives with respect to scheduling the services, maintaining the construction schedule, and close-out of the work.
3. The firm's practices with respect to site visits and oversight of the specified services and related work. What amount of time is spent on average on site during construction for this type of contract? What is the background of the individuals who are visiting the site during construction?
4. Proposed internal timeline for completion of the requested services to be provided by the firm.
5. The firm's practices with respect to front end construction documents, which may be required for the work.
7. The firm's insurance coverage, including errors and omissions.
8. The firm's claims history for the past 10 years.
9. Any statistics kept internally on change order history and project completion, recognizing that each change order is unique as to its causes. The Board is interested in information that will show consideration of budget requirements.

The Board's authorized representative(s) will review the qualifications submitted and contact qualified firms for future contracts to request pricing for services. The Board will provide an agreement for the services to be provided.

Submit one (1) copy of a statement of qualifications to:

Belmont County Board of Commissioners  
c/o Jayne Long, Clerk  
101 W. Main Street  
St. Clairsville, Ohio 43950

Any questions concerning the contracts or the qualifications file should be directed to Ms. Long via e-mail at [jayne.long@co.belmont.oh.us](mailto:jayne.long@co.belmont.oh.us)

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF SUMMER EMPLOYEE/SSD**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the hiring Alexander Trouten as a summer employee for the Belmont County Sanitary Sewer District at the rate of \$8.15 per hour (minimum wage), beginning June 19, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENTS TO THE WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) BOARD**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the following reappointments to the Workforce Innovation Opportunity Act (WIOA) Board, for a two-year term effective July 1, 2017 through June 30, 2019.

<b><u>Reappointments:</u></b>	<b><u>Representation:</u></b>
Tim Houston, Belmont College	Post-Secondary Education
Ed Good, Utility Workers Union of America, AFL-CIO	Labor Organization
Larry Merry, Director, Belmont County Port Authority	Economic Development
Marc Manheim, Opportunities for Ohioans with Disabilities	Rehabilitation Act
Tim Merryman, Pipefitters Local	Labor Organization
Stephen Carson, ODJFS	Wagner Peyser

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT AND REAPPOINTMENTS TO THE WORKFORCE INNOVATION OPPORTUNITY ACT (WIOA) YOUTH COUNCIL**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the following appointment and reappointments to the Workforce Innovation Opportunity Act (WIOA) Youth Council, for a two-year term effective July 1, 2017 through June 30, 2019.

**Appointment**

Cindy Bacon, LSW  
Crossroads Counseling Services

**Reappointments:**

John LaRoche, Supervisor  
Children Services/BCDJFS  
Mike Schlanz, Supervisor  
BCDJFS  
Susan Stobbs, Director  
Planning/Development  
Community Action Commission of Belmont County

Upon roll call the vote was as follows:

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



June 14, 2017

**IN THE MATTER OF APPROVING PAY REQUEST #13 FROM  
WDC GROUP/COURTHOUSE RESTORATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the payment of Invoice #16105.13 (Pay Request #13) for WDC Group, in the amount of \$8,113.98 for professional services associated with the Belmont County Courthouse Restoration Project.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Noah Atkinson, Concentrated Conduct Adjustment Program (CCAP) Coordinator, and program participants were present to observe today's meeting. Mr. Atkinson gave an overview of the program and some of the community service projects the youth are involved with.

**9:30 Public Hearing-Road Improvement 1154**

Present: Terry Lively, County Engineer and Will Eddy, Drafting Technician. Mr. Eddy reviewed maps with the Board of Commissioners. He said the two alleys are not even there, they are just grass fields and have never been developed. Present at the viewing were Terry Lively, Will Eddy, Commissioners Meyer and Dutton, Petitioner Paul Klan.

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06  
ROAD IMP #1154**

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

**DATE: June 13, 2017**

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

The undersigned, in obedience to your order, dated **June 07, 2017** proceeded on the **June 14, 2017** make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:

"See Attached Plat"

The undersigned recommends the following changes in the proposed improvement which in his judgment should be made in the event the proposed improvement is granted.

*Terry Lively /s/*

**Terry D. Lively, P.S., P.E.,  
COUNTY ENGINEER OF BELMONT CO, OH**

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

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

***Rd. Imp. #1154***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 14th day of June, 2017 in the office of the Commissioners with the following members present:

Mr. Thomas

Mr. Dutton

Mr. Thomas moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

Adopted the 14th day of June, 2017

*Jayne Long /s/*

Clerk, Board of County Commissioners,  
Belmont County, Ohio

**OPEN PUBLIC FORUM**- Mike Bianconi commented on the water and sewer rate increases and said he thinks General Fund sales tax should have gone to pay water and sewer debt. Mr. Thomas said repairs, upgrades and maintenance issues go back forty years. The Board spent 18 months on the Master Plan which was put in place to set the table for future commissioners in regards to how this system grows, how it's paid for and how capital improvements are paid for. He listed a number of past projects that were paid for out of general fund dollars. Mr. Dutton said he thinks the board took responsible action for future generations.

June 14, 2017

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:51 A.M.**

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

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton to exit executive session at 10:45 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF ACCEPTING THE RESIGNATION  
OF JAIL NURSE JACKIE L. MARLING, LPN**

Motion made by Mr. Thomas, seconded by Mr. Dutton to accept the resignation of jail nurse Jackie L. Marling, LPN, effective June 23, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ADVERTISEMENT FOR  
ONE FULL-TIME RN AND ONE FULL-TIME LPN/PARAMEDIC/JAIL**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the advertisement for one full-time RN and one full-time LPN/Paramedic at the Belmont County Jail.

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 10:46 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Dutton to adjourn the meeting at 10:46 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 21<sup>st</sup> day of June, 2017.

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

J. P. Dutton /s/\_\_\_\_\_ COUNTY COMMISSIONERS

Josh Meyer – Absent\_\_\_\_\_

We, Mark A. 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