

St. Clairsville, Ohio

June 20, 2018

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

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer 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 \$1,276,650.18**

Upon roll call the vote was as follows:

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

**N14 SSD #2 CAPITAL IMPROVEMENT FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9014-N014-N05.055 Contract Projects	E-9014-N014-N02.051 Interest Payments	\$13,000.00

**P05 WWS #3 REVENUE FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P21.000 Materials	E-3702-P005-P23.011 Services	\$80,000.00

**P90 SPECIAL EMERGENCY PLANNING/LEPC**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1720-P090-P03.000 Other Expenses	E-1720-P090-P07.002 Salaries	\$17,625.50

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S55.010 Supplies	\$4,000.00
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S55.010 Supplies	\$3,500.00
E-8010-S030-S68.006 Hospitalization	E-8010-S030-S55.010 Supplies	\$1,000.00

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:

**P05 WWS #3 REVENUE FUND AND THE O09 BOND RET-WATERLINE EXT PROJECT/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,155.99

**P05 WWS #3 REVENUE FUND AND THE O50 NOTE RET-2014 WATER SYSTEM IMP/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$20,000.00

**P53 SSD #2 REVENUE FUND AND THE N14 SSD #2 CAPITAL IMPROVEMENT FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9014-N014-N07.574 Transfers In	\$3,695.05

**P53 SSD #2 REVENUE FUND AND THE O12 NEFFS BOND RETIREMENT/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$8,292.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of June 20, 2018:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

A00 General Fund

E-0051-A001-A17.000	Memorial Day Expenses	\$500.00
E-0181-A003-A06.011	Contracts-Services	\$39,884.71

W98 CEBCO Wellness Grant

E-1498-W098-W11.000	2017 Expenses	\$73.97
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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 June 20, 2018 meeting:

**A00 GENERAL FUND**

E-0051-A001-A13.000	Postage	\$646.28
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**B00 DOG & KENNEL FUND**

E-1600-B000-B07.000	Veterinary Services	\$3,933.61
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**L01 SOIL CONSERVATION FUND/BSWCD**

E-1810-L001-L11.003	PERS	\$6,484.00
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**L05 WATERSHED COORDINATOR-SOIL/BSWCD**

E-1815-L005-L01.002	Salaries	\$333.00
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**M60 CARE AND CUSTODY/JUVENILE COURT**

E-0400-M060-M25.002	Salaries C-CAP	\$23,438.17
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**O50 NOTE RETIREMENT- 2014 WATER SYSTEM IMPROVEMENT/BCSSD**

E-9250-O050-O02.051	Interest Payment	\$20,000.00
<b><u>P96 CRIT INCIDENT STRESS MGMNT/EMA</u></b>		
E-1726-P096-P06.000	Other Expenses	\$125.00
<b><u>OAKVIEW JUVENILE REHABILITATION/VARIOUS</u></b>		
E-8010-S030-S54.000	Food	\$27.87
E-8010-S030-S63.000	General	\$15,852.00
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$1,398.34
<b><u>S77 COMM BASED CORRECTIONS ACT GRANT/ADULT PROBATION</u></b>		
E-1520-S077-S05.005	Workers Comp	\$231.62
<b><u>T11 BEL. CO. COMMISSIONERS CDBG</u></b>		
E-9702-T011-T01.000	Grants	\$19,258.00
E-9702-T011-T02.00	Home Grant – Monies from HUD	\$46,000.00
<b><u>W80 PROSECUTORS/VICTIM ASSISTANCE PROGRAM</u></b>		
E-1511-W080-P01.002	Salaries	\$2,707.34
E-1511-W080-P05.003	PERS	\$130.00
E-1511-W080-P07.006	Hospitalization	\$130.60
E-1511-W080-P15.000	Rent	\$339.58
E-1511-W080-P16.000	Consultant	\$515.00

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 THE  
WAIVED HOSPITALIZATION CHARGEBACKS FOR  
THE MONTHS OF APRIL, MAY & JUNE, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for Waived Hospitalization for the months of April, May & June, 2018.

<b>FROM</b>		<b>TO</b>	
<b>E-0256-A014-A08.006</b>	<b>GENERAL</b>	<b>R-9891-Y091-Y03.500</b>	<b>10,083.33</b>
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	250.06
E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	249.99
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	249.99
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	149.97
E-2230-F082-F01.002	PREP	R-9891-Y091-Y03.500	99.99
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,000.00
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,600.00
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	150.00
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,000.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	1,000.00
E-0400-M067-M05.008	JUVENILE (Alternative School)	R-9891-Y091-Y03.500	
E-0400-M060-M64.008	JUVENILE (Truancy)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	500.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,166.66
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,166.66
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	750.00

June 20, 2018

E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,500.00
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	250.00
E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	<b>TOTAL</b>		<b>25,416.65</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REQUEST FOR CERTIFICATION OF MONIES BY THE BUDGET COMMISSION**

Motion made by Mr. Dutton, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.

**B00/UNSPECIFIED DONATIONS-ANIMAL SHELTER-**

\$2,535.37 deposited into R-1600-B000-B07.500 from 01/01/18 to 06/19/18

\$1,398.24 deposited into R-1600-B000-B08.500 from 01/01/18 to 06/19/18

**CRIT INCIDENT STRESS MANAGEMENT RECEIPTS/DONATION TO EMA-\$125.00** deposited into R-1726-P096-P01.500 on 06/20/18.

**GENERAL FUNDS/VETERANS-REIMBURSEMENT OF POSTAGE-\$646.28** deposited into R-0050-A000-A45.500 Refunds & Reimbursements 06/18/18.

**T11 GRANT MONIES-**

\$1,111.00 deposited into R-9720-T011-T01.501 on 06/13/18

\$18,147.00 deposited into R-9720-T011-T01.501 on 06/13/18

\$46,000.00 deposited into R-9720-T011-T02.501 on 06/13/18

**VOIDED CHECK #148115/2017 CLOSED PO-**

**GENERAL FUND**

PO# 521483 E-0051-A001-A17.000 Post 52 2017 Memorial Day Expenses \$500.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated \_\_\_ June 20, 2018, 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. Dutton	Yes
Mr. Meyer	Yes
Mr. Thomas	Yes

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**SENIORS-**Sue Hines to Washington, PA, on July 10, 2018, for a senior outing to Tanger Outlets. Kay Driscoll to Cambridge, OH, on July 17, 2018, for a senior outing to Walmart & Theo's Restaurant. Sue Neavin to Glendale and New Martinsville, WV, on July 17, 2018, for a senior outing to The Cockayne Homestead & Quinets. Denise Starr to Wheeling, WV, on July 23, 2018, for a senior outing to the Fish Market. Kathy Perticarini to Sugarcreek, OH, on July 23, 2018, for a senior outing to The Farm and Walnut Creek. Susan Neavin to Amish Country for a senior outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 13, 2018.

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes

Mr. Thomas Yes

**IN THE MATTER OF AUTHORIZING THE CLERK TO ESTABLISH DATE AND TIME AND GIVE NOTICE OF PUBLIC HEARING FOR BELMONT COUNTY BUDGET FOR FY2019**

Motion made by Mr. Dutton, seconded by Mr. Meyer to authorize the Clerk of the Board to establish the date and time and give Notice of Public Hearing on the Belmont County Budget for fiscal year ending December 31, 2019 pursuant to O.R.C. 5705.28.

*Note: The hearing will be at 9:30 on Wed., Jul 11, 2018.*

**NOTICE OF PUBLIC HEARING ON THE BELMONT COUNTY BUDGET**

Notice is hereby given that on the 11<sup>th</sup> day of July, 2018 at 9:30 o'clock A.M., a public hearing will be held on the Budget prepared by the County Commissioners of Belmont County, Ohio for the next succeeding fiscal year ending December 31, 2019.

Such hearing will be held at the office of the **Belmont County Commissioners, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950.**

*Jayne Long /s/* \_\_\_\_\_

Jayne Long, Clerk  
Belmont County Board of Commissioners

**ADVERTISE TIMES LEADER, JUNE 24, 2018 (ONE SUNDAY)**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING COMMISSIONERS' MEETING DAY**

Motion made by Mr. Dutton, seconded by Mr. Meyer to hold the board's regular meeting at 9:00 a.m. on Tuesday, July 3, 2018, instead of Wednesday, July 4, 2018, due to the 4<sup>th</sup> of July holiday and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION AND REDEDICATION OF A PORTION OF T-801 (SHANNON ROAD) LOCATED IN WARREN TWP. SEC. 22 & 23, T-8, R-6/RD IMP 1166**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the Petition of the Warren Township Board of Trustees for the vacation and rededication of a portion of T-801 (Shannon Road) located in Warren Township, Sec. 22 & 23, T-8, R-6 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 and rededication hereinafter known as Road Improvement #1166 in accordance with Ohio Revised Code Section 5553.045.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.045  
WITHOUT PETITION BY TRUSTEES  
Belmont County, Ohio**

**June 15, 2018  
IMP- 1166**

**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 and Rededication of a portion of Shannon Rd. (T-801) located in Warren Twp. Sec.22 & 23, T-8, R-6*

*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:*

Beginning .472 miles north of the intersection of S.R.800 (Barnesville Hendrysburg Rd.) abutting the eastern side of parcel # 41-00456.001 going 1219 ft in a northwestern direction. Maps are present at the Engineer's Office for more detail

Warren Township  
400 Pultney Ave  
P. O. Box 2  
Barnesville, Ohio 43713-0002  
RESOLUTION #5-2018  
Vacation and rededication of a portion of  
Shannon Rd (T-801) located in  
Warren Twp. Sec 22 & 23 T-8 R-6  
May 28, 2018

Be it resolved that the Board of Warren Township Trustees:

Pursuant to Ohio Revised Code 5553.045, at the regularly scheduled meeting of Warren Township on May 28, 2018, the Trustees voted to vacate and rededicate such road, the same not being a road on the State Highway System.

*David Hissom /s/* \_\_\_\_\_

*James Grear /s/* \_\_\_\_\_

*Russell Barker /s/* \_\_\_\_\_

*Keith Gallagher /s/ Fiscal Officer*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION AND REDEDICATION OF A PORTION OF T-801 (SHANNON ROAD) WARREN TWP. SEC. 22 & 23, T-8, R-6/RD IMP 1166**

**Office of County Commissioners  
Belmont County, Ohio**

**Thereof on Public Road Petition  
Rev. Code, Sec. 5553.05  
RD. IMP. 1166**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 20th day of June, 2018 at the office of the Commissioners with the following members present:

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

Mr. Dutton 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 and rededicate a portion of T-801 (Shannon Road) Warren Township, Section 22 & 23, T-8, R-6.

RESOLVED, That the 3rd day of July, 2018 at 12:30 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 11th day of July, 2018, at 9:45 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. Meyer seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted June 20, 2018

Jayne Long /s/  
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. # 1166**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation and rededication of a portion of T-801 (Shannon Rd.) located in Warren Twp. Sec. 22 & 23, T-8, R-6, a public road, the general route and termini of which Road are as follows:

Beginning .472 miles north of the intersection of S.R.800 (Barnesville Hendrysburg Rd.) abutting the eastern side of parcel # 41-00456.001 going 1219ft in a northwestern direction. Maps are present at the Engineer's Office for more detail.

Said Board of County Commissioners has fixed the 3rd day of July, 2018, at 12:30 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 11th day of July, 2018, at 9:45 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

Jayne Long /s/  
Jayne Long Clerk

**ADV. TIMES LEADER (2) Mondays – June 25, 2018 and July 2, 2018**

**IN THE MATTER OF THE VACATION  
OF CHERRY ALLEY LOCATED IN  
RICHLAND TWP. SEC. 3, T-7, R-4/RD IMP 1167**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of Cherry Alley located in Richland Township, Sec. 3, T-7, R-4 and located in Cabinet B, Slide 205 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 #1167 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION  
Rev. Code Sec. 5553.04  
WITH PETITION  
Belmont County, Ohio**

**June 13, 2018  
IMP- 1167**

**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 Cherry Alley located in Richland Twp. Sec.3, T-7, R-4 in Cabinet B Slide 205 in the Records 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:*

Beginning at the intersection of Cherry Alley and Belmont Ave (T-1211) going 280 feet in a north eastern direction to the northwest corner of LOT 7 in Block E in the width of 15 feet

PUBLIC ROAD PETITION	
NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<i>Gregory. Cilles /s/</i>	67745 PLEASANT ST.
Gregory J. Cilles	ST. CLAIRSVILLE, OH 43950
<i>Deborah A. Cilles /s/</i>	67745 PLEASANT ST.
Deborah A. Cilles	ST. CLAIRSVILLE, OH 43950
<i>Cynthia L. Caruth /s/</i>	49282 Belmont Ave
Cynthia L. Caruth	St. Clairsville, Oh 43950
<i>Fred L. Caruth Jr. /s/</i>	49282 Belmont Ave.
Fred L. Caruth Jr.	St. Clairsville, Oh 43950
<i>Auvil Parsons Jr /s/</i>	49244 BELMONT AVE.
Auvil Parsons Jr	ST. CLAIRSVILLE, OHIO 43950

*Sharon Parsons* 49244 BELMONT AVE  
 Sharon Parsons ST. CLAIRSVILLE, Ohio 43950  
*David Kurucz /s/* 67560 Warnock Rd  
 David Kurucz St. Clairsville, Ohio 43950  
*JoAnn Taylor /s/* 52117 Methodist Ridge Rd.  
 JoAnn Taylor St. Clairsville, Ohio 43950  
*Richard Taylor /s/* 52117 Methodist Ridge Rd.  
 Richard Taylor St. Clairsville, Ohio 43950  
 Linda Rauschenberg 69287 Provident Road  
*Linda Rauschenberg /s/* St. Clairsville, OH 43950  
*George Rauschenberg, Jr. /s/* 69287 Provident Rd.  
 George Rauschenberg, Jr. St. Clairsville, OH 43950  
*Gordon A. Nagy /s/* 69561 CENTER ST.  
 Gordon A. Nagy ST. CLAIRSVILLE OHIO 43950  
*Emilie L. Nagy /s/* 69561 CENTER ST.  
 Emilie L. Nagy ST. CLAIRSVILLE, OHIO 43950  
*Tammy Whiteley /s/* 49239 Belmont Ave  
 Tammy Whiteley St. Clairsville, OH 43950  
*Gary L. Parsons /s/* 49230 Belmont Ave.  
 Gary L. Parsons St. Clairsville, OHIO 43950  
*Diane M. Parsons /s/* 49230 Belmont Ave  
 Diane M. Parsons St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION** Office of County Commissioners  
**OF CHERRY ALLEY**  
**RICHLAND TWP. SEC. 3, T-7, R-4/RD IMP 1167** 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. 1167**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 20th day of June, 2018 at the office of the Commissioners with the following members present:

Mr. Dutton  
Mr. Meyer  
Mr. Thomas

Mr. Dutton 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 Cherry Alley Richland Township, Section 3, T-7, R-4 in Cabinet B Slide 205 in the Recorders Office.

RESOLVED, That the 3rd day of July, 2018 at 11:30 o'clock A.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 11th day of July, 2018, at 10:00 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. Meyer seconded the Resolution and the roll being called upon its adoption, the vote resulted as follows:

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

Adopted June 20, 2018

Jayne Long /s/  
 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. # 1167**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of Cherry Alley located in Richland Twp. Sec. 3, T-7, R-4 in Cabinet B Slide 205 in the Recorders Office, a public road, the general route and termini of which Road are as follows:

Beginning at the intersection of Cherry Alley and Belmont Ave (T-1211) going 280 feet in a north eastern direction to the northwest corner of LOT 7 in Block E in the width of 15 feet

Said Board of County Commissioners has fixed the 3rd day of July, 2018, at 11:30 o'clock A.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 11th day of July, 2018, at 10:00 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  
Jayne Long /s/  
 Jayne Long Clerk

**ADV. TIMES LEADER (2) Mondays – June 25, 2018 and July 2, 2018**

**IN THE MATTER OF GRANTING AEP**

**EASEMENT AND RIGHT-OF-WAY**

Motion made by Mr. Dutton, seconded by Mr. Meyer to grant the request of AEP/Ohio Power Company for the following easement and right-of-way:

Ten (10) feet wide, lying five (5) feet on each side of the facilities as constructed on parcel #56-00303.001 located in Pease Township, Section 9, Range 3 for electric and other current/future energy or communication purposes.

Note: This piece of land is off the Belmont County Road/Bridge ROW.

AEP

Eas. \_\_\_\_\_

BELMONT COUNTY COMMISSIONERS, "Grantor(s)", in consideration of \$1.00, the easement terms, and other good and valuable consideration from Ohio Power Company an Ohio corporation and a unit of American Electric Power, 700 Morrison Road, Gahanna, OH 43230, "Grantee", the receipt and sufficiency of which is acknowledged, grants and conveys with general warranty covenants to Grantee its successors, assigns, lessees, licenses and tenants, a right of way and easement, "Easement", for electric and other current/future energy or communication purposes, overhead and underground, in, on, over, through and across the following described lands situated in Pease Township, Belmont County, Ohio, and being a part of the northwest quarter of Section 9, Township 6, Range 3, containing 0.0176 acres and known as PARCEL 1-WD, as described in Official Records Volume 632, Page 277 of the Belmont County Recorder's Office (Auditor's Parcel # 56-00303.001).

The easement shall be ten (10) feet wide, lying five (5) feet on each side of the facilities as constructed. The approximate location of said easement is depicted on Exhibit A, attached hereto and incorporated herein.

This Easement conveys all necessary and convenient rights for the Easement's use, including, without limitation, the rights to: construct, operate, maintain, inspect, protect, repair, replace, enlarge, upgrade, extend and remove utility facilities and relocate within the Easement, all necessary and convenient facilities which include but are not limited to: guy wires, anchors, stubs, brace poles and associated equipment; perform grading or filling for such facilities; cut, trim remove and/or otherwise control, with herbicides or by other means, at Grantee's option, (without any liability to grantor), any trees, limbs or branches, brush, shrubs, undergrowth, of whatever size, buildings, structures, or other obstructions that in Grantee's reasonable judgment endangers or will endanger or interfere with the safety or use of its facilities, both within and adjoining the Easement. Within the Easement, Grantor shall not: place any structures, piles or debris, interfere with lateral support, change the level of the ground by excavation or mounding without Grantee's written consent, allow any construction that would be inconsistent with the National Electrical Safety Code or Grantee's design standards. This Easement also conveys the right of ingress and egress in and over any reasonable routes at all times. If any governmental authority requires Grantee to relocate the facilities contemplated by this grant, this Easement conveys the right to relocate such facilities to a comparable location of Grantee's choosing, without the need for a new easement.

Grantor may use its property for all purposes not inconsistent with the full enjoyment of the Easement, but Grantor acknowledges high voltage electric lines will be constructed within the Easement and Grantor shall use its property in a manner consistent with all applicable safety rules and regulations for working near electric lines. Safety/required clearance issues may be referred to grantee's Engineering Group. Grantee shall restore the premises or pay reasonable damages done to fences, drains, seeded lawns (not landscaping), gates, ditches and crops caused by Grantee's use of the Easement. Grantor has authority to grant this Easement. No delay or omission by Grantee in exercising any right hereunder shall operate as a waiver or forfeiture of such right. This Easement grant is effective and binding upon the parties, their successors, assigns, lessees, licensees, heirs and legal representatives, and if any term hereunder is held invalid, the remainder shall not be affected thereby.

WITNESS, Grantor(s) signed this Easement on the 20th day of June, 2018.

**Belmont County Commissioners**

By: J. P. Dutton /s/

**J. P. Dutton**, Commissioner

By: Josh Meyer /s/

**Josh Meyer**, Commissioner

By: Mark Thomas /s/

**Mark Thomas**, Commissioner

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF Office of County Commissioners**

**A PORTION OF T-1570 (MEDITERRANEAN DR.)**

**Belmont County, Ohio**

**UNION TWP. SEC. 32, T-8, R-5 /RD IMP 1165**

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 20th day of June, 2018, at the office of the Commissioners with the following members present:

Mr. Dutton  
Mr. Meyer  
Mr. Thomas

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5563.01 O.R.C.

Mr. Dutton moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and

WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of June 6, 2018, and a copy of this resolution be forwarded to the Union Township Trustees.

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

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

Adopted the 20th day of June, 2018.

Jayne Long /s/  
Clerk, Board of County Commissioners  
Belmont County, Ohio

1. "locating," "establishing," "altering," "widening," "straightening," "vacating" or "changing the direction of."

**IN THE MATTER OF ENTERING INTO A RENEWAL OF VENDOR AGREEMENTS ON BEHALF OF BCDJFS FOR PROVIDING GASOLINE TO TITLE XIX ELIGIBLE PERSONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a renewal of Vendor Agreements on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2018 through June 30, 2019, as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
• Marathon Gas dba D & D Fast Foods	\$10,000.00
• Hissom's Car Care	\$10,000.00

- Smith's Sunoco \$12,000.00
- Zeake's Sunoco & Sunshop Exxon \$10,000.00

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 20th day of June, 2018 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Marathon Gas dba D & D Fast Foods, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2018 through June 30, 2019 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 20th day of June, 2018.

Signature Vince Gianangeli /s/  
Dept. of Job and Family Services

Signature Glenn Didrickson /s/  
Provider Signature

Belmont County Department of Job and Family Services  
68145 Hammond Rd.  
St. Clairsville, Ohio 43950  
(740) 695-1074

Date 6-4-18

Date 6-8-18

Signature J. P. Dutton /s/

Date 6-20-18

Signature Mark A. Thomas /s/

Date 6-20-18

Signature Josh Meyer /s/

Date 6-20-18

Belmont County Commissioners  
Approved as to form David K. Liberati /s/  
Prosecutor-Assist.

Date 6-14-18

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT

This agreement to provide gasoline, etc. is made and entered into this 20th day of June, 2018 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Car Care, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2018 through June 30, 2019 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of



this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.

- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$ 10,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.  
This agreement signed on the 20th day of June, 2018.

Signature Vince Gianangeli /s/  
 Dept. of Job and Family Services  
 Belmont County Department of Job and Family Services  
 68145 Hammond Rd.  
 St. Clairsville, Ohio 43950  
 (740) 695-1075  
 Date 6-4-18  
 Signature J. P. Dutton /s/  
 Signature Mark A. Thomas /s/  
 Signature Josh Meyer /s/  
 Belmont County Commissioners  
 Approved as to form David K. Liberati /s/  
 Prosecutor-Assist.

Signature David Hissom /s/  
 Provider Signature  
 Date 6-7-18  
 Date 6-20-18  
 Date 6-20-18  
 Date 6-20-18  
 Date 6-14-18

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 20th day of June, 2018 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Sunoco and Hilltop Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2018, through June 30, 2019 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$ 12,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.  
This agreement signed on 20th day of June, 2018.

Signature Vince Gianangeli /s/  
 Dept. of Job and Family Services  
 Belmont County Department of Job and Family Services  
 68145 Hammond Rd.  
 St. Clairsville, Ohio 43950  
 (740) 695-1075  
 Date 6-4-18  
 Signature J. P. Dutton /s/  
 Signature Mark A. Thomas /s/  
 Signature Josh Meyer /s/  
 Belmont County Commissioners  
 Approved as to form David K. Liberati /s/  
 Prosecutor-Assist.

Signature Michelle Smith /s/  
 Provider Signature  
 Date 6-6-18  
 Date 6-20-18  
 Date 6-20-18  
 Date 6-20-18  
 Date 6-14-18

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
 VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 20th day of June, 2018 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2018 through June 30, 2019 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

**PAYMENT PROCEDURES**

- A. The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$10,000.00
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 20th day of June, 2018.

Signature Vince Gianangeli /s/  
 Dept. of Job and Family Services  
 Belmont County Department of Job and Family Services  
 68145 Hammond Rd.  
 St. Clairsville, Ohio 43950  
 (740) 695-1075  
 Date 6-4-18  
 Signature J. P. Dutton /s/  
 Signature Mark A. Thomas /s/  
 Signature Josh Meyer /s/  
 Belmont County Commissioners  
 Approved as to form David K. Liberati /s/  
 Prosecutor-Assist.

Signature Anthony T. Zeakes /s/  
 Provider Signature  
 Date 6-7-18  
 Date 6-20-18  
 Date 6-20-18  
 Date 6-20-18  
 Date 6-14-18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PASSPORT PROVIDER AGREEMENT WITH AREA AGENCY ON AGING REGION 9**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the Passport Provider Agreement with Area Agency on Aging Region 9 effective July 1, 2018 to June 30, 2020, on behalf of Senior Services of Belmont County.

**PASSPORT Provider Agreement**  
July 1, 2018 through June 30, 2020

This Agreement is entered into by and between **AREA AGENCY ON AGING REGION 9, INC.** (ODA's Designee), located at 1730 Southgate Parkway, Cambridge, Ohio 43725, and **BELMONT COUNTY COMMISSIONERS DBA SENIOR SERVICES OF BELMONT COUNTY** (Provider), located at 67650 Oakview Drive, St. Clairsville, Ohio 43950. ODA's Designee and Provider, together, are referred to in this Agreement as "the Parties."

**Purpose:** The purpose of this Agreement is to define the terms and conditions under which Provider is to furnish and invoice ODA's Designee for the community-based long-term care services that Provider furnishes through the PASSPORT program that ODA's Designee administers on behalf of the Ohio Department of Aging (ODA).

The Parties agree as follows:

**Article I: Effective Dates**

This Agreement shall be effective as of the date signed by both Parties, and shall remain in effect through June 30, 2020, unless amended or terminated, as described in Article XI of this Agreement.

All provisions in this Agreement that by their terms must necessarily be performed after the termination or expiration of this Agreement (e.g., records retention, auditing requirements, etc.) shall survive such termination or expiration.

**Article II: Medicaid Provider Agreement**

This Agreement is not enforceable against ODA's Designee unless and until Provider enters into a valid Medicaid Provider Agreement with the Ohio Department of Medicaid (ODM), under section 5164.30 of the Revised Code and rule 5160-1-17.2 of the Administrative Code. If, at any time during the course of this Agreement, Provider's Medicaid Provider Agreement is terminated or suspended by Provider or ODM, this Agreement shall also be terminated or suspended, and no services furnished by Provider under this Agreement after the termination, or during the suspension, of the Medicaid Provider Agreement shall be eligible for payment under this Agreement.

**Article III: Statement of Work**

A. Provider shall furnish home and community-based services to individuals enrolled in the state and federal-funded components of the PASSPORT program. Provider shall furnish only those services it is certified to furnish by ODA; that are listed in Article III, Paragraph B. of this Agreement; and that have been authorized by an individual's case manager in an approved service plan.

When providing the services under this Agreement, Provider shall comply with the terms of this Agreement and with all state and federal statutes, regulations, and policies applicable to the furnishing of the services provided, and with the terms of Provider's Medicaid Provider Agreement with ODM. Said statutes, regulations, and policies shall include, but shall not be limited to, the requirements for every ODA-certified provider in rule 173-39-02 of the Administrative Code, and any rule in Chapter 173-39 of the Administrative Code that regulates a service ODA has certified the Provider to furnish. To the extent this Agreement or any laws and regulations adopted by ODA conflict with the laws and regulations governing the Medicaid program, the laws and regulations governing the Medicaid program shall take precedence.

Services that are not provided in compliance with the terms of this Agreement, with all state and federal laws, regulations, and policies applicable to the furnishing of those services, and with any applicable terms of Provider's Medicaid Provider Agreement with ODM, are not eligible for payment under this Agreement.

Provider shall furnish services under this Agreement without regard to the race, creed, color, age, sex, national origin, sources of payment, or handicap of the enrolled individual.

B. Service Name      Geographic Area To Be Served      Unit Rate

Service Name	Geographic Area To Be Served	Unit Rate
Home Delivered Meals	Belmont County	\$ 6.09/meal
Transportation - One Way	Belmont County	Per Trip Bid
Transportation - One-Way 2 <sup>nd</sup>	Belmont County	Per Trip Bid
Transportation - Round Trip	Belmont County	Per Trip Bid
Transportation - Round Trip 2 <sup>nd</sup>	Belmont County	Per Trip Bid
Transportation - Non-Medical One Way	Belmont County	Per Trip Bid
Transportation - Non-Medical one Way 2 <sup>nd</sup>	Belmont County	Per Trip Bid
Transportation - Non-Medical Round trip	Belmont County	Per Trip Bid
Transportation - Non-Medical Round trip 2 <sup>nd</sup>	Belmont County	Per Trip Bid

C. Provider does not have the right or power to assign, subcontract, or transfer its rights and duties under this Agreement without prior written consent from ODA's Designee.

D. The maximum reimbursement rates allowable for units of service billed to ODA's designee under this Agreement are listed in Appendix A to rule 5160-1-06.1 of the Administrative Code. The rates are determined in accordance with rule 5160-31-07 of the Administrative Code. Notwithstanding any other provision of this Agreement, for providers of PASSPORT personal care, waiver nursing, and home care attendant services, the unit rate of reimbursement for personal care, waiver nursing, and home care attendant services shall be equal to the maximum reimbursement rates for those services listed in Appendix A to rule 5160-1-06.1 of the Administrative Code.

The amount of reimbursement to which Provider shall be entitled under this Agreement shall be limited as required by the group rate provisions found in rule 5160-31-07 of the Administrative Code.

**Article IV: Payment**

A. Provider shall provide, and may only request payment for those specific services authorized by ODA's Designee in an approved service plan as that term is defined in rule 173-39-01 of the Administrative Code. Provider may not provide or request payment from ODA's Designee for more than the amount of a specific service authorized in an individual's approved service plan.

B. Except as otherwise provided in this Agreement, ODA's Designee shall pay Provider on a monthly basis for only those authorized services that were received by the individual.

1. The amount of payment paid to Provider shall be the amount of authorized services received by the individual, multiplied by the unit rate specified in Article III, Paragraph B, of this Agreement.

2. Payment by ODA's Designee is contingent upon compliance with all terms of this Agreement, and upon funds being made available to ODA's Designee by ODA.

C. ODA's Designee must be the last payer to receive and adjudicate Provider's claims for payment for any services provided under this Agreement.

1. Any payment due under this Agreement is subject to the restrictions outlined in rule 5160-1-08 of the Administrative Code that apply to reimbursement for Medicaid services.

2. Provider shall comply with the requirements of rule 5160-1-08 of the Administrative Code, insofar as the collection of third-party benefits is concerned, prior to invoicing ODA's Designee for the services furnished to an individual.

a. Provider shall ascertain and recoup any third-party benefits available to the individual prior to invoicing ODA's Designee for any services the individual received.

- i. Provider shall review the individual's Ohio Medicaid card and the Ohio Medicaid Information Technology System (MITS) for evidence of third-party benefits.
    - ii. Provider shall also request information from the individual or the individual's authorized representative about any third-party benefits available to the individual.
  - b. If the individual's Medicaid card and MITS do not indicate third-party benefits are available to the individual, and if the individual or the individual's authorized representative specifies no third-party benefits, Provider may submit a claim to ODA's Designee.
  - c. If the individual's Medicaid card or MITS indicates third-party benefits are available to the individual, or if the individual or the individual's authorized representative indicates to Provider third-party benefits are available, Provider shall take the reasonable measures described in paragraph (D) of rule 5160-1-08 of the Administrative Code to obtain all third-party payments and file all third-party claims prior to submitting an invoice to ODA's Designee. If Provider has taken the reasonable measures described in paragraph (D) of rule 5160-1-08 of the Administrative Code to obtain all third-party payments and file claims with all third-party payers, but has not received payment from a third-party payer, or who has taken reasonable measures and received a partial payment, Provider may submit a claim to ODA's designee for the outstanding balance of any claim.
- D. Provider shall accept the payment allowed under this Agreement as payment-in-full and, except as required in paragraph (C)(2) of Article IV. of this Agreement, with regard to third-party benefits, and in Article V. of this Agreement, with regard to client liability, shall not seek reimbursement for those services from the individual, from any member of the individual's family, or from any other person.
- E. In the event Provider is paid for services that are not allowable or that are not reimbursable under the terms of this Agreement, or state or federal law, the amount of the overpayment will be collected by the State of Ohio in a manner consistent with sections 5164.57 or 5164.58 of the Revised Code.
- F. For purposes of this Article IV.:
  - 1. "Authorized service" means a service provided to an individual in amounts approved by ODA's Designee, in the individual's authorized service plan.
  - 2. "Third party" has the same meaning as in section 5160.35 of the Revised Code.
  - 3. "Third-party benefits" means any health care service available to an individual through any medical insurance policy, or through some other resource that covers medical benefits, and the payment of those services is either completely the obligation of the third party or in part the obligation of the individual, the third-party payer and/or Medicaid. Examples of a third-party benefit include private health or accidental health insurance, Medicare, TRICARE, or worker's compensation.
  - 4. "Third-party payments" means payments received from a third-party payer.
  - 5. "Third-party payer" means an entity, other than the Medicaid or Medicare programs, responsible for adjudicating and paying claims for third-party benefits provided to individuals.
  - 6. "Service plan" means the written service plan outlining the services a case manager authorizes Provider to furnish to an individual, regardless of the funding source for those services.

**Article V: Option for Reassignment of Claims and Collection of Client Liability**

Provider chooses to have ODA's Designee assigned as Provider's payer of claims for those services Provider has furnished to individuals enrolled in the PASSPORT program:

- ( ) Yes If Provider chooses this option (as indicated by a check mark to the left, and initials below), Provider shall submit an invoice to ODA's Designee for all eligible services furnished by Provider to individuals enrolled in either the state-funded or Medicaid waiver-funded component of the PASSPORT program. Provider shall submit the invoice in a format prescribed by ODA's Designee, and in the timeframe provided for below. Except as otherwise provided in this Agreement, ODA's Designee shall reimburse Provider for all authorized services Provider furnishes to individuals. In addition, ODA's Designee shall accept full responsibility to collect and verify that individuals' client liability payments, if any, have been paid. Provider understands services provided to individuals enrolled in the Medicaid waiver-funded component of the PASSPORT program are Medicaid-funded services. Further, Provider understands that in order to receive federal reimbursement, invoices for all services charged to the Medicaid program are required by law to be submitted to ODM within 365 days of the date on which the services were provided, regardless of whether invoices are submitted to ODM by Provider directly, or on behalf of Provider by ODA's Designee. Therefore, in consideration of the agreement by ODA's Designee to serve as Provider's payer of Medicaid waiver service claims, Provider shall submit all invoices to ODA's Designee within 365 days of the date the invoiced services were furnished by Provider. Provider understands and accepts that ODA's Designee shall not reimburse Provider for any services invoiced more than 365 days after the date on which the services were provided.  
JPD Initials
- ( ) No If Provider chooses this option (as indicated by a check mark to the left, and initials below), Provider shall invoice ODA's Designee and ODM separately, for any eligible services provided to individuals, as follows:
  - A. With regard to any eligible services provided to an individual enrolled in the Medicaid waiver-funded component of the PASSPORT program, Provider shall:
    - 1. Verify the client liability payments due, if any, for each individual to whom Medicaid waiver-funded PASSPORT services were provided, and deduct those amounts from its invoices prior to submitting the invoices to ODM for payment;
    - 2. Within 365 days after the date on which the services were furnished, invoice ODM the amount described in paragraph (A)(1) of this option using the invoice format prescribed by ODM; and
    - 3. Collect the amount of the client liability payment owed by the individual directly from the individual, or waive, as the Provider deems appropriate.
  - B. With regard to any eligible services provided to an individual enrolled in the state-funded component of the PASSPORT program, Provider shall:
    - 1. Verify the client liability payment due, if any, for each individual to whom state-funded services were provided, and deduct those amounts from its invoices prior to submitting the invoices to ODA's Designee for payment;
    - 2. Within 365 days after the date on which the services were furnished, invoice ODA's Designee the amount described in paragraph (B)(1) of this option for the services furnished using the invoice format prescribed by ODA's Designee; and
    - 3. Collect the amount of the client liability payment owed by the individual directly from the individual, or waive it, as the Provider deems appropriate.Initials

**Article VI: Monitoring**

- A. Provider understands it shall be monitored periodically by one or more representatives of ODA's Designee and/or ODA, and may be audited by other representatives of the State of Ohio and/or the United States government. Monitoring and auditing shall be conducted to determine whether Provider's services, responsibilities, and obligations are being carried out as required by this Agreement and in accordance with all applicable state and federal laws, regulations, and policies. Monitoring activities by ODA and ODA's Designee shall be conducted in accordance with Chapter 173-39 of the Administrative Code and may include on-site observations, reviews of records, and interviews with provider staff and/or individuals.
- B. Provider shall cooperate with the monitoring and auditing processes described in Paragraph A. of this Article VI., and shall provide monitors and auditors with reasonable access to Provider staff, individuals receiving services, program data, and other related information, as requested. Provider shall respond within timeframes specified by law to any issues identified through the monitoring and auditing processes.
- C. If Provider employs staff to furnish services under this Agreement, Provider shall have a system in place to effectively monitor the delivery of services by its employees in a manner consistent with Division (C) of section 121.36 of the Revised Code.

**Article VII: Records and Documents**

- A. Provider shall ensure proper documentation exists for any units of service furnished and invoiced by Provider.
- B. Provider shall maintain all records necessary to fully disclose the extent of services provided, and to document its compliance with this Agreement. Provider shall maintain such records for a period of six years from the date of receipt of any payment based upon those records or, if an audit of Provider by the State of Ohio or the United States government is begun within that six-year period, until the audit is completed, whichever date is later.

**Article VIII: Confidentiality**

Provider shall be knowledgeable about and comply with all applicable federal and state laws establishing privacy/confidentiality requirements for the provision of services through the PASSPORT program, including: the "Health Insurance Portability and Accountability Act of 1996" (HIPAA); HIPAA regulations set forth in 45 C.F.R. Parts 160, 162, and 164; the Medicaid requirements set forth in 42 CFR 431.300 to 431.307; sections 5160.45 to 5160.481 of the Revised Code; and this Agreement.

Provider shall not use or disclose any information, systems, or records made available to Provider under this Agreement for any purpose other than to fulfill its obligations under this Agreement.

Provider shall not disclose any information regarding an individual for any purpose not directly connected with Provider's administration of the PASSPORT program, unless disclosure is permitted by section 5160.45, 5160.47 of the Revised Code, by administrative rules authorized by section 5160.48 or 5160.481 of the Revised Code, or when required by state or federal law.

Provider shall take reasonable steps to safeguard information about individuals, including each individual's name and address; information about the services provided to the individual; the individual's social and economic conditions; any information related to an assessment of the individual's personal information; the individual's medical data, including diagnosis and past history of disease or disability; any information received to verify the individual's income, income eligibility, and amount of medical assistance payments; any information received in connection with the identification of legally liable third- party resources and any client liability payments; and the individual's social security number.

In fulfilling its obligations under this Agreement, Provider agrees that Provider, its employees, and any subcontractors or business associates of Provider are all bound by the same standards of confidentiality that apply to employees of ODA's Designee and the State of Ohio. Provider assumes responsibility for ensuring compliance with these standards of confidentiality by its employees, subcontractors, and business associates.

Provider acknowledges its failure to comply with the confidentiality requirements of this Article VIII and section 5160.45(B) of the Revised Code may result in the termination of this Agreement, and the imposition of criminal penalties under section 5160.99 of the Revised Code.

**Article IX: Equal Employment Opportunity**

- A. In carrying out this Agreement, Provider shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, gender, age, disability, or military status. Provider shall ensure applicants are hired and employees are treated during employment, without regard to their race, religion, national origin, ancestry, color, gender, age, disability, or military status.
- B. Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider shall comply with all applicable federal and state non-discrimination laws. Provider shall, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, religion, national origin, ancestry, color, gender, age, disability or military status.

Provider shall incorporate the prohibitions and requirements of this Article IX in all subcontracts for work completed under this Agreement.

**Article X: Debarment and Suspension**

By entering into this Agreement, Provider certifies that neither it nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Agreement by any state or federal department or agency. For purposes of this Agreement, the term "principal" is defined as an officer, director, owner, partner, principal investigator, or other person within Provider's organization with management or supervisory responsibilities related to the provision of services under this Agreement, or a consultant or other person who occupies a technical or professional position capable of substantially influencing the development or outcome of an activity required to perform the services authorized for reimbursement under this Agreement.

Provider shall incorporate certification requirements similar to those provided for in this Article X in any subcontract for work completed under this Agreement.

**Article XI: Amendment, Suspension, and Termination**

- A. This Agreement may only be amended through a written instrument signed by both Parties. It is agreed, however, that any amendments to the laws or regulations referenced herein shall result in the correlative modification of this Agreement, without the necessity for executing a written amendment.
- B. This Agreement may be terminated by either party by providing the other party with 30 days prior written notice of its decision to terminate the contract.
- C. This Agreement is subject to the continued certification of Provider by ODA and Provider's maintenance of a Medicaid Provider Agreement with ODM, as noted in Article II of this Agreement. If, at any time during the course of this Agreement, Provider's Medicaid Provider Agreement is terminated or suspended by Provider or ODM, this Agreement shall immediately be terminated or suspended, and no services furnished by Provider under this Agreement after the termination, or during the suspension, of the Medicaid Provider Agreement shall be eligible for payment under this Agreement unless payment is authorized by ODM. This Agreement shall also terminate immediately if, at any time during the term of this Agreement, Provider ceases to be certified by ODA to provide the services described in Article III, Paragraph B, of this Agreement.
- D. This Agreement is subject to the continued designation of ODA's Designee to administer the PASSPORT program on ODA's behalf, and to the continued availability of funding from the State of Ohio. The obligations of the State of Ohio and ODA's Designee under this Agreement shall terminate immediately if, at any time during the course of this Agreement, ODA's Designee is de-designated by ODA, or funds cease to be available from the State of Ohio or ODA for the purposes of paying any costs incurred under this Agreement.
- E. In the event termination of this Agreement occurs pursuant to paragraphs C. or D. of this Article XI, ODA's Designee shall send a written notice to Provider specifying the reasons for the termination as soon as possible after the termination, in accordance with the notice procedures described in Article XII of this Agreement.

**Article XII: Notice Requirements**

Any notice required to be provided under this Agreement shall be hand delivered, or sent by first class United States mail with postage prepaid, and addressed as follows:

- A. If to ODA's Designee:

Area Agency on Aging Region 9, Inc.
1730 Southgate Parkway
Cambridge, Ohio 43725
Attn: James Endly, CEO

- B. If to Provider:

Belmont County Commissioners dba Senior Services of Belmont County
67650 Oakview Drive
St. Clairsville, Ohio 43950

Attn: HIPAA Compliance Officer

**Article XIII: Partial Invalidity**

A judicial or administrative finding, order, or decision that any part of this Agreement is illegal or invalid shall not invalidate the remainder of this Agreement.

**Article XIV: Waiver**

The failure of either Party at any time to demand strict performance by the other Party of any of the terms of the Agreement will not be construed as a waiver or relinquishment of any such term, and either Party may at any later time and without prior notice demand strict and complete performance by the other Party of such a term.

**Article XV: Controlling Law**

This Agreement, and the rights of the Parties hereunder, shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio, and only Ohio courts shall have jurisdiction over any action or proceeding concerning the Agreement and/or performance thereunder.

IN WITNESS WHEREOF, the Parties have affixed their signatures.

For ODA's Designee:  
James A. Endly /s/  
Signature  
James A. Endly  
Printed Name  
Executive Director  
Title  
6/5/2018  
Date

For Provider:  
J. P. Dutton /s/  
Signature  
J. P. Dutton  
Printed Name  
President  
Title  
6-20-18  
Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REAPPOINTMENTS TO THE BELMONT COUNTY PORT AUTHORITY BOARD**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following reappointments to the Belmont County Port Authority Board of Directors pursuant to Ohio Revised Code 4582.03, for a four-year term effective July 20, 2018 through July 19, 2022:

- Martin R. Gould, Bridgeport
- Lisa Armann-Blue, Powhatan Point
- Mark Esposito, Bellaire
- David Jones, Flushing

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTMENTS TO COMMUNITY ACTION COMMISSION GOVERNING BOARD**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following reappointments to the Belmont County Community Action Commission Governing Board, for a one-year term commencing August 1, 2018 through July 31, 2019, based upon the recommendation of the CAC Governing Board Executive Committee:

**REAPPOINTMENTS:**

- Mr. Stanley Stein
- Ms. Jody Geese
- Mr. Mike Crawford
- Mr. Robert Quirk
- Ms. Akiko Brownstein

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF KYLE ANDERSON, PART-TIME DRIVER/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Kyle Anderson, part-time driver at Senior Services of Belmont County, effective June 13, 2018.

Upon roll call the vote was as follows:

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

**RECESS**

**9:30 Rob Sproul, Deputy Health Commissioner**

**Re: Proposed Tax Levy for Belmont County Health District**

Mr. Sproul said the Health Department board passed a proposal of necessity and he is requesting the County Commissioners check with the Auditor to see how much a levy will bring if a levy was put on the ballot. He will take that information to his board at their July 9<sup>th</sup> board meeting and they( the Health Department board) will then decide if they want to proceed with a levy. He noted this will be their first levy. He said they need to do something, they keep running short every year. Money is received from inside millage from townships and villages and they are getting cut from the state so they are unable to give any more money to run our operation, said Mr. Sproul. "This is not something we want to do, but we have run out of options," said Mr. Sproul. He added the state has required they become accredited and if they do not become accredited by 2020 the state will merge them with another county. He said this is not a cheap operation and they will have to complete all these different plans and meetings which will take staff time away from other operations and they are already short staffed. Mr. Sproul reviewed the programs the health department handles which include an environmental program such as twice-a-year inspection on the 420 licenses for food services. They also do all the septic systems in Belmont County, all the wells, campgrounds, manufactured home parks, nuisance investigations and animal bites. They inspect area festivals and food complaints. He added they have a nursing program that does immunization shots, travel shots for people going out of the country, TB testing at the jail and for the public. They also have a nurse that monitors all of the schools for instances of disease. The Health Department also does birth and death certificates. They have a grant for reproductive health, STD & HIV testing and physicals. They do a personal responsibility program in the juvenile detention centers. He went on to say they have the Public Health and Preparedness Grant for H1N1 and Ebola, etc. The nurses are tasked with SNS (Strategic National Stockpile) for vaccines and would be tasked with inoculating 70,000 residents in Belmont County if needed. There is a WIC (Women, Infants & Children) program in Bellaire. He

June 20, 2018

noted they have a staff of sixteen full-time employees and eight part-time employees; they have lost six staff due to financial cuts. Mr. Sproul said we are the only county without a levy. Mr. Thomas said, "We'll address this as quickly as we possibly can, recognizing that this is being driven by necessity, not desire."

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Cindy Stock, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 9:51 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME**

**RECESS**

**Reconvened Thursday, June 21, 2018 at 11:24 a.m. Present: Commissioners Dutton and Thomas and Jayne Long, Clerk.  
Absent: Commissioner Josh Meyer**

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 11:24 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Thomas to adjourn the meeting at 11:24 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 27<sup>th</sup> day of June, 2018.

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

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

Josh Meyer /s/ \_\_\_\_\_

We, J. P. Dutton 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.

J. P. Dutton /s/ \_\_\_\_\_ PRESIDENT

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