

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Mark A. Thomas, J. P. Dutton and Josh Meyer, Commissioners and 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. 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 \$924,167.50**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR FORT DEARBORN & MUTUAL OF OMAHA LIFE INSURANCE CHARGEBACKS FOR THE THIRD QUARTER PERIOD:(JULY, AUG. & SEPT. 2017)**

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following transfer of funds for the

Fort Dearborn & Mutual of Omaha Life Insurance Chargebacks for the Third Quarter (July, Aug. & Sept., 2017)

Transfer From		Transfer To	Amount
<b>E-0256-A014-A09.006</b>	<b>TOTAL GENERAL FUND</b>	<b>R-9891-Y091-Y05.500</b>	<b>1,809.53</b>
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G11.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	40.91
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	48.39
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	43.20
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	172.20
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	280.08
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.45
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.45
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	49.31
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	23.68
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	159.13
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	45.15
E-3701-P003-P31.000	WATER/SEWER WWS #2	R-9891-Y091-Y05.500	
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	153.51
E-3704-P051-P15.000	WATER/SEWER SSD #1	R-9891-Y091-Y05.500	
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	52.89
E-3706-P055.P15.000	WATER/SEWER SSD #3A	R-9891-Y091-Y05.500	
E-3707-P056-P15.000	WATER/SEWER SSD #3B	R-9891-Y091-Y05.500	
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	16.80
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	6.45
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	45.15
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	99.99
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	547.03
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	74.02
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	41.09
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	6.38
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	1.99
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	12.49
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	24.08
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	6.08

E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	3.38
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	32.25
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	25.80
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	6.45
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	4.50
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	19.35
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	6.45
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	6.45
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	19.95
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	12.90
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	4.50
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
<b>Total amount this transfer</b>			<b>3,914.41</b>

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Thomas, seconded by Mr. Dutton granting permission for county employees to travel as follows:  
**AUDITORS**-Sheila Turner, Amanda Murray and Kelly Kroflich to Canton, OH, on September 14, 2017, to attend the Open Window User meeting. A county vehicle will be used for travel. Estimated expenses: \$100.00.

**COMMON PLEAS COURT**-Janine Brothers and John Markus to Columbus, OH, on September 24-25, 2017, to attend the Probate Conference.

**JAIL NURSE**-Debra Butler to Sandusky, OH, on September 7, 2017, to tour the Erie County Jail.

**SENIORS**-Linda Wells to Wheeling, WV, on September 8, 2017, for a senior outing to the Fish Market. Karen Rebecca to Amish Country on September 21, 2017, for a senior outing. Senior Centers of Belmont County to Marietta, OH, on October 13, 2017, for a senior outing to visit the Valley Gem Sternwheeler. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (T-CAP)/ADULT PROBATION**

Motion made by Mr. Thomas, seconded by Mr. Dutton to enter into the *Subsidy Grant Agreement for Targeted Community Alternatives to Prison (T-CAP)* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2018 and 2019 in an amount up to \$283,932.00.

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION  
 SUBSIDY GRANT AGREEMENT FOR - Targeted  
 Community Alternatives to Prison**

THIS SUBSIDY GRANT AGREEMENT FOR TARGETED COMMUNITY ALTERNATIVES TO PRISON (hereinafter referred to as "Agreement"), pursuant to authority in Sections 2929.34 and 5149.38 of the Ohio Revised Code (hereinafter referred to as RC), is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as "Grantor"), located at 770 West Broad Street, Columbus, Ohio and Belmont County (hereinafter referred to as "Grantee"), located at 103 North Market Street, St. Clairsville, Ohio. The Grantor and the Grantee are hereinafter collectively referred to as the "Parties" and separately known as the "Party".

**WHEREAS**, the Grantee has submitted a grant application to the Grantor; and

**WHEREAS**, the Grantor is authorized, pursuant to RC 2929.34 and 5149.38 to determine and award grant funds to assist local governments under the Targeting Community Alternatives to Prison (hereinafter referred to as T-CAP) program, that is designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

**WHEREAS**, the purpose of this grant is to provide funds to Ohio counties to effectively supervise, treat and hold accountable low-level, non-violent offenders, and at the same time safely reduce Ohio's prison population. The grantor reserves the right to amend the T-CAP grant program should a sufficient reduction in the prison population not be realized.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

1. Target Population: The T-CAP Target Population associated with this grant are those fifth degree felony offenders who are prohibited from serving a prison sentence in an Ohio prison on or after July 1, 2018 as outlined in 2929.34 (B)(3)(c). Specifically, no person sentenced by a

court of common pleas to a prison term of twelve months or less for a felony of the fifth degree shall serve the term in an institution under the control of the department of rehabilitation and correction (hereinafter referred to as "DRC"). This does not apply to any person to whom any of the following apply:

- A. The felony of the fifth degree is an offense of violence, as defined in section 2901.01 of the Revised Code, a sex offense under Chapter 2907 of the Revised Code, a violation of section 2925.03 of the Revised Code, or any offense for which a mandatory prison term is required;
- B. The person previously has been convicted of or pleaded guilty to any offense of violence, as defined in section 2901.01 of the Revised Code.
- C. The person previously has been convicted of or pleaded guilty to any felony sex offense under Chapter 2907 of the Revised Code.
- D. The person's sentence is required to be served concurrently to any other sentence imposed upon the person for a felony that is required to be served in an institution under the control of the DRC.

2. **Funds:** The Grantor awards to the Grantee a total amount up to **two hundred and eighty three thousand and nine hundred and thirty two** dollars (\$283,932.00) (hereinafter referred to as "Funds"), to be paid in seven installments. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The payments will be made in the following manner:

- Three payments totaling up to \$ 127,769 during Fiscal Year 2018
- Four payments totaling up to \$ 156,163 during Fiscal Year 2019

The program's tax identification number is \_\_\_\_\_ . Grantee's total expenditures shall not exceed the Funds.

3. **Term:** This Agreement is effective as of the signature date of this document. The Grantor's financial obligation to the Grantee will end on June 30, 2019. Due to the Grantee's ability to use the funds and its requirements to continue to report on the spending of the funds, the grant term will end on September 30, 2020. Nothing in this agreement shall bind the state to any additional expenditures. Prior to the expiration of the initial term or any renewed term, and subject to an award of grant funds following Grantee's next grant cycle application made in response to Grantor's Community Correction Act Grant, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.

4. **Appropriation:** Grantee understands that availability of Funds is contingent on appropriations made by the Ohio General Assembly's appropriation of the Community Non-Residential Felony Programs subsidy (407). If, at any time, the Grantor determines that state funds are insufficient to sustain existing or anticipated award levels, the Grantor may reduce, suspend, or terminate any allocation of funds provided by Grantor to Grantee as the Grantor determines appropriate. Furthermore, the obligations of the state under this agreement are subject to the determination by the Grantor that sufficient funds have been appropriated by the General Assembly to the Grantor for the purposes of this grant agreement and to the certification of the availability of such funds by the director of budget and management as required by Section 126.07 of the Ohio Revised Code.

5. **Program Services:** As a recipient of Funds available through the Community Non-Residential Programs Subsidy, during the term of this Agreement, Grantee specifically acknowledges its obligation to implement and be responsible for the program services set forth in Grantee's Memorandum of Understanding (MOU), which constitutes part of this agreement. The MOU was created by Grantee in response to Grantor's Targeted Community Alternatives to Prison (T-CAP) solicitation. The Grantee is permitted to revise program services in its sole discretion so long as they follow the grant fiscal guidelines.

6. **Termination:** Grantee may terminate Agreement only upon giving written notice of termination to Grantor by certified US Mail that includes a resolution to the same effect. The effective date of the termination shall be at the end of the state fiscal biennium, June 30, 2019. Upon termination, Grantee shall refund to the Grantor any Funds awarded to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.

Grantor may terminate this Agreement or reduce Funds upon thirty (30) days prior written notice to the Grantee. Grantee shall have ten (10) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the Managing Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval. Upon disapproval of a petition, termination of this Agreement shall be effective as of the date of the disapproval notification writing.

7. **Staffing:** None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

8. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions shall attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If such a dispute or breach is not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.

9. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Targeted Community Alternatives to Prison Grant Financial Guidelines." These guidelines are attached hereto as Exhibit "A" and incorporated by reference herein. The Grantee shall determine a designee to serve as the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight, including monitoring and reviewing the expenditures of Funds each quarter. Purchases made with the Funds shall be in accordance with county/state/municipal competitive solicitation requirements.

10. **Program Reporting:** The Grantee shall prepare and submit to the Grantor the following reports:

A. **Expenditures:**

1. **Quarterly Expenditure Report:** The quarterly expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, shall include financial information for expenditures that relate to Program Services. This report shall be submitted thirty (30) days after the end of each quarter per the T-CAP financial guidelines. Grantee shall provide supporting documentation of expenditures in the report if requested by the Grantor.

2. **Final Expenditure Report:** The final expenditure report, attached hereto as Exhibit "B" and incorporated by reference herein, is due by September 30, 2020. The final year-end expenditure report shall be completed only when all grant funds have been completely expended, or by August 15, 2020.

B. **Commitment Verification:** On a bi-monthly basis, Grantor shall provide commitment verification reports which indicate all felony five commitments sentenced to serve a prison term in an institution under the control of the department of rehabilitation and correction. The Grantees are required to review the commitment verification report and identify if any of the institutional commitments were in the T-CAP target population and subject to the grant reduction. The commitment verification review schedule and grantee feedback due dates are as follows:

1. Period One – September 18, 2017 to October 31, 2017 Due Date – Nov. 15, 2017
2. Period Two – November 1, 2017 to December 31, 2017 Due Date – Jan. 15, 2018
3. Period Three - January 1, 2018 to February 28, 2018 Due Date – March 15, 2018
4. Period Four – March 1, 2018 to April 30, 2018 Due Date – May 15, 2018
5. Period Five – May 1, 2018 to June 30, 2018 Due Date – July 15, 2018
6. Period Six – July 1, 2018 to August 30, 2018 Due Date – Sept. 15, 2018
7. Period Seven – Sept. 1, 2018 to Oct. 31, 2018 Due Date – Nov. 15, 2018
8. Period Eight – Nov. 1, 2018 to Dec. 31, 2019 Due Date – Jan. 15, 2019
9. Period Nine – Jan. 1, 2019 to Feb 28, 2019 Due Date – March 15, 2019

At any point, if the Grantee no longer has any T-CAP target population offenders serving a prison sentence, these reports are no longer required.

Because the last scheduled grant payment occurs in April of 2019, DRC will calculate and charge the last quarterly payment in March of 2019 for the projected number of days each remaining T-CAP offender will serve in prison for the remainder of the 2019 fiscal year

- C. **Additional Information:** Grantee shall cooperate with Grantor and provide any additional information as may be required by Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions or requests for relevant information by the Grantee may result in the withholding of Funds until such time as Grantee so complies.
11. **Compliance:** All expenditures of Funds made by the Grantee shall be governed by the laws of the State of Ohio. If Grantee fails to so comply, the Grantor shall give the Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.  
Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if any of the following circumstances apply:
- A. If during September 18, 2017 through June 30, 2018, the Grantee sentences to prison for twelve months or less an offender who is part of the "T-CAP population," for each day a "T-CAP population" offender serves in a DRC prison, the Grantee's next grant payment will be reduced by \$72. The \$72 per day reduction rate will continue to apply to each T-CAP population offender sentenced to DRC during the time period between September 18, 2017 through June 30, 2018, whose sentence extends past June 30, 2018.
  - B. There is a financial or fiscal audit disclosure involving misuse of Funds.
  - C. There is not a sufficient reduction in the prison population.
12. **Ohio Ethics and Conflict of Interests:** Grantee certifies that by executing this Agreement, it has reviewed, knows and understands the State of Ohio's ethics and conflict of interest laws. Grantee further agrees that it will not engage in any action(s) inconsistent with Ohio ethics laws or any Executive Orders.  
Grantee agrees to refrain from promising or giving to any ODRC employee anything of value that could be construed as having a substantial and improper influence upon the employee with respect to the employee's duties. Grantee further agrees that it will not solicit any ODRC employee to violate ORC 102.03, 2921.42, or 2921.43.  
Grantee agrees that Grantee, nor its employees have not nor will they acquire any interest, whether personal, business, direct or indirect, that is incompatible, in conflict with, or would compromise the discharge and fulfillment of Grantee's functions and responsibilities under this Agreement.
13. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under RC 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay any Funds to the Ohio Department of Rehabilitation and Correction, or the Ohio Attorney General if the collection is so referred.
14. **Workers' Compensation:** Grantee shall provide their own workers' compensation coverage throughout the duration of the Agreement and any extensions thereof. Grantor is hereby released from any and all liability for injury received by the Grantee, its employees or agent while performing tasks, duties, work, or responsibilities as a result of the Program Services under this Agreement.
15. **Equal Employment Opportunity:** Grantee agrees that it is in compliance with the requirements of Ohio Revised Code Section 125.111.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, RC 126.07, have been complied with, and until such time as all necessary Funds are available or encumbered and, when required, such expenditure of Funds is approved by the Controlling Board of the State of Ohio, and further, until such time that Grantor gives Grantee the approval letter that such Funds are available to Grantee.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, including any related administrative rules promulgated after the signing of this agreement.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of RC 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of RC 3517.13.
20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
24. **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 this Agreement and/or performance hereunder.
25. **Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
26. **Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
27. **Execution:** This Agreement is not binding upon Grantor unless executed in full.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

Christopher Galli /s/  
 Christopher Galli, Chief  
 Bureau of Community Sanctions

Cynthia Mausser /s/  
 Cynthia Mausser  
 Managing Director of Courts and Community

**FOR THE GRANTEE:**

<u>Mark A. Thomas /s/</u>	9-6-17
County Commissioner	Date
<u>J. P. Dutton /s/</u>	9-6-17
County Commissioner	Date
<u>Josh Meyer /s/</u>	9-6-17
County Commissioner	Date

**FOR THE GRANTEE:**

County Executive	Date
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APPROVED AS TO FORM:  
David K. Liberati /s/ Assist P. A.

PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

Mr. Thomas	Yes
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September 6, 2017

Mr. Dutton Yes  
Mr. Meyer Yes

**IN THE MATTER OF APPROVING CHANGE ORDER #1 FROM LASH PAVING COMPANY FOR PROJECT 17-3/ENGINEER'S**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve Change Order #1 from Lash Paving Company in the amount of \$2,618.00 for Project 17-3 Furnishing & Applying Liquid Asphalt located at various county highways, based upon the recommendation of Terry Lively, Belmont County Engineer.

**CHANGE ORDER NO. #1**  
**SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS**  
**PROJECT 17-3 FURNISHING & APPLYING LIQUID ASPHALT**

Auditor's Office, Belmont County, Ohio

THIS AGREEMENT made and entered into this 6th day of September, 2017 between LASH PAVING COMPANY and J. P. Dutton, Josh Meyer, and Mark Thomas, Commissioners of Belmont County, WITNESSETH that said LASH PAVING COMPANY hereby agrees to furnish all material and do all work requisite necessary for 17-3 FURNISHING & APPLYING LIQUID ASPHALT Project, located at VARIOUS COUNTY HIGHWAYS, in accordance with plans and specifications.

All work, materials and equipment shall meet said specifications.

**CHANGE ORDER**  
**\* ADDITIONAL QUANTITIES \***

ITEM NO.	APPROX. QUAN.	ITEM	UNIT PRICE	TOTAL AMOUNT
	168 GAL	MC-70 LIQUID ASPHALT	\$3.00	\$504.00
	755 GAL	MC-3000 LIQUID ASPHALT	\$2.80	\$2,114.00
		TOTAL ADDITIONS		+ \$2,618.00
TOTAL AMOUNT OF CHANGE ORDER				+ \$2,618.00

Reason for contract – all quantities based on final field measurement.

**SUMMARY**

ORIGINAL CONTRACT		\$151,200.00
ADDITIONS – CHANGE ORDER #1		+ \$2,618.00
DEDUCTIONS		- \$0.00
NET CHANGE		+ \$2,618.00
TOTAL WORK PERFORMED		\$153,818.00
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED		\$2,618.00

BELMONT COUNTY COMMISSIONERS

Mark A. Thomas /s/  
J. P. Dutton /s/  
Josh Meyer /s/  
RECOMMENDED BY:  
Terry Lively /s/

TERRY D. LIVELY, P.S., P.E.  
BELMONT COUNTY ENGINEER

Upon roll call the vote was as follows:

LASH PAVING COMPANY

NAME: Richard H. Oberdick /s/  
BY: Richard H. Oberdick  
TITLE Estimator

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (PAY REQUEST #15) FOR WDC GROUP/COURTHOUSE RESTORATION PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the payment of Invoice #16105.15 (Pay Request #15) for WDC Group, in the amount of \$6,258.74 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 Yes

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (REMAINING OF CONTRACT ADDENDUM #2) FOR GREENCORE DESIGNS, INC/SENIOR SERVICES COMMUNITY BUILDING PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the payment of Invoice #14-019.02A (Remaining of Contract Addendum #2) for GreenCore Designs, Inc., in the amount of \$16,799.21 for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAYMENT OF INVOICE (REMAINDER OF ORIGINAL CONTRACT) FOR GREENCORE DESIGNS, INC/SENIOR SERVICES COMMUNITY BUILDING PROJECT**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the payment of Invoice #14-019.03A (Remainder of Original Contract) for GreenCore Designs, Inc., in the amount of \$1,770.00 for the Senior Services of Belmont County - Community Building, Project Number 14-019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MOVING SERVICES QUOTE FROM CARNEY-MCNICHOLAS, INC/JUVENILE/PROBATE OFFICES**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the moving services quote from Carney-McNicholas, Inc., in the amount of \$2,900.00 for the moving of furnishings during the renovations to Juvenile/Probate offices on the second floor of the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING RENEWAL OF PUBLIC OFFICIAL BOND FOR TREASURER KATHERINE J. KELICH**

Motion made by Mr. Thomas, seconded by Mr. Dutton to approve the renewal of the Public Official Bond for the Belmont County Treasurer, Katherine J. Kelich, pursuant to ORC 321.02 as follows:

Amount	Term	Surety
\$50,000	9/4/2017-9/6/2021	Westfield Insurance Co.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING JOSH MEYER, BELMONT COUNTY COMMISSIONER, TO THE EASTERN OHIO DEVELOPMENT ALLIANCE (EODA) BOARD**

Motion made by Mr. Thomas, seconded by Mr. Dutton to reappoint Josh Meyer, Belmont County Commissioner, to the Eastern Ohio Development Alliance (EODA) board for a two (2) year term effective January 1, 2018 through December 31, 2019.

Upon roll call the votes was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF REBECCA JOHNSON AS FULL-TIME LPN/JAIL & SARGUS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Rebecca Johnson as Full-Time LPN for Belmont County Jail and Sargus Juvenile Center, effective September 25, 2017.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF NATHAN MORRIS AS FULL-TIME LPN/JAIL & SARGUS**

Motion made by Mr. Thomas, seconded by Mr. Meyer to approve the hiring of Nathan Morris as Full-Time LPN for Belmont County Jail and Sargus Juvenile Center, effective October 2, 2017.

Upon roll call the vote was as follows:

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

**9:30 Public Hearing-Road Improvement 1158**

**Re: Vacation of a portion of Pultney Twp. Rd. 1622 (Sheryl Ave.)**

Present: Will Eddy, Drafting Technician. Mr. Eddy reviewed maps of the area with the Board of Commissioners. He said the property owner wanted to vacate the road back flush to her and her neighbor's property line. At the viewing they found the sides of the property were too narrow for putting in a proper cul-de-sac. It was discussed with the County Commissioners, County Engineer, Pultney Township Trustees and property owner. It was decided to leave the road as is. Present at the viewing were Terry Lively, County Engineer; Josh Meyer, County Commissioner; Frank Shaffer, Mark Cervelli and Scott Porter, Pultney Township Trustees; Jody Berletch, property owner, and Will Eddy.

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06  
ROAD IMP # 1158  
DATE: September 05, 2017**

**IN THE MATTER OF THE VACATION OF A PORTION OF PULTNEY TWP. RD 1622 (SHERYL AVE.) PULTNEY TWP. SEC. 29 T-2, R-2/ RD IMP 1158**

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

The undersigned, in obedience to your order, dated **August 31, 2017**

proceeded on **September 06, 2017** to 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 **not** 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.

After viewing and a discussion of the road on August 31, 2017 with the County Engineer, County Commissioner Josh Meyer, the Pultney Township Trustees, and the property owner, all parties agreed that it would be best to leave the road as is.

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

**IN THE MATTER OF THE VACATION OF A  
PORTION OF PULTNEY TWP. RD. 1622 (SHERYL AVE.)  
PULTNEY TWP., SEC. 29, T-2, R-2/RD IMP 1158**

**Office of County Commissioners**

**Belmont County, Ohio**

**JOURNAL ENTRY-DISMISSAL OF PETITION**

Motion made by Mr. Thomas to adopt the resolution to deny Road Improvement #1158 for the vacation of a portion of Twp. Rd. 1622 (Sheryl Ave.), Pultney Township, Sec. 29, T-2, R-2, based upon the recommendation of Terry Lively, Belmont County Engineer.

**RESOLUTION**

WHEREAS, This day this cause 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 Commissioner do find said improvement will not serve the public convenience and welfare, and the same is therefore refused.

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

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

Adopted the 6<sup>th</sup> day of September, 2017

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of September 6, 2017, as recorded in Vol. 99 of the County Commissioners Journal.

Jayne Long /s/  
Jayne Long, Clerk

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 9:43 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 of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to exit executive session at 10:30 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN**

September 6, 2017

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:30 A.M.**

Motion made by Mr. Thomas, seconded by Mr. Meyer to adjourn the meeting at 10:30 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of September, 2017.

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

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

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

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.



September 6, 2017

Mark A. Thomas /s/ PRESIDENT

Jayne Long /s/ CLERK