

May 16, 2018

St. Clairsville, Ohio

May 16, 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 \$347,865.06

Upon roll call the vote was as follows:

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

P53 SSD #2 REVENUE FUND AND O10 BOND RET-FORCE MAIN EXT PROJECT

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$42,424.16

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 May 16, 2018 meeting:

O09 BOND RET-WATER LINE EXT PROJECT

E-9206-O009-O02.051	Interest Payments	\$52,468.76
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O10 BOND RET-FORCE MAIN EXT PROJECT

E-9207-O010-O02.051	Interest Payments	\$53,278.13
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O12 NEFFS BOND RETIREMENT

E-9312-O012-O01.050	Principal Loan Payments	\$16,625.46
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O51 BOND RET-2014 REFUNDING 97 BOND

E-9251-O051-O01.050	Principal Loan Payments	\$38,228.35
E-9251-O051-O02.051	Interest Payments	\$59,271.65

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated ___May 16, 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:

DJFS-Pat Long and Stephanie Frey to Akron, OH, on June 15-16, 2018, to attend the CCMEP Case Manager Training. A county vehicle will be used for travel. Estimated expenses: \$328.80.

SENIORS-Denise Starr and the St. Clairsville Senior Center to Sugar Creek, OH, on June 14, 2018, for an outing to Amish Country. Sue Neavin and the Colerain Senior Center to Wheeling, WV, on June 21, 2018, for an outing to Center Market House. 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 May 9, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement-
The Mental Health and Recovery Board is seeking applications to fill three (3) positions on that Board. Interested parties should contact Jayn Devney at the Mental Health and Recovery Board's office to request an application at 740-695-9998.

IN THE MATTER OF THE VACATION OF
A PORTION OF T-1570 (MEDITERRANEAN DRIVE)
UNION TWP. SEC. 32, T-8, R-5/RD IMP 1165

May 16, 2018

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of a portion of Township Road 1570 (Mediterranean Drive) located in Union Township, Sec. 32, T-8, R-5 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 #1165 in accordance with Ohio Revised Code Section 5553.04.

PUBLIC ROAD PETITION
Rev. Code Sec. 5553.04
WITH PETITION

Belmont County, Ohio

May 10, 2018
IMP- 1165

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 a portion of Mediterranean Dr. (T-1570) located in Union Twp. Sec.32 T-8 R-5
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 where T-1570 comes through parcel #39-00458.001 and going approximately 375 feet to the dead end. This whole length is within said parcel.

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
Victor E Dymidowski	67391 Town Hill Rd. Bethesda, OH 43719
<i>Victor E Dymidowski /s/</i>	
<i>Sean K. Wallace /s/</i>	66901 Bel/mor Rd
Sean K. Wallace	43718 Morristown, OH
<i>Barney M. Wallace /s/</i>	66901 Bel-Morr Rd.
Barney M. Wallace	BELMONT, OHIO 43718
<i>Lisa Borkoski /s/</i>	64614 Belmont-Morristown Rd.
Lisa Borkoski	Belmont, OH 43718
<i>Dave Dougherty /s/</i>	66078 Weekly RD.
Dave Dougherty	BELMONT, OH 43718
Kim Yoby	67391 Town Hill Rd
<i>Kim Yoby /s/</i>	Bethesda, OH 43719
Mark Chini	40781 MILL RD
<i>Mark Chini /s/</i>	FLUSHING OH 43977
<i>Suz Pubal /s/</i>	67050 Visnic Rd
Suz Pubal	Belmont, Ohio 43718
Shane M. Kildow	40680 Havenwood Dr.
<i>Shane M. Kildow /s/</i>	BELMONT, OHIO 43718
<i>Amy Kinder /s/</i>	40885 Twp. Rd. 400
Amy Kinder	Flushing, OH 43977
<i>Ron Bober, Jr. /s/</i>	67725 Robin St.
Ron Bober, Jr.	Belmont, OH 43718
<i>Joe Yeary /s/</i>	401 MAIN ST. BOX 98 MORRISTOWN Ohio
JOE YEARY	
<i>Lowell Akers /s/</i>	300 EAST CROSS ST BOX 105
LOWELL AKERS	MORRISTOWN OHIO
<i>Larry Burghy /s/</i>	Box 201
Larry Burghy	Morristown Ohio 43759

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF
A PORTION OF T-1570 (MEDITERRANEAN DR)
UNION TWP. SEC. 32, T-8, R-5/RD IMP 1165
Office of County Commissioners
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. 1165

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 16th day of May, 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 a portion of T-1570 (Mediterranean Dr.), Union Township, Section 32, T-8, R-5.
RESOLVED, That the 30th day of May, 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 6th day of June, 2018, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further
RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.
Mr. 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

May 16, 2018

Adopted May 16, 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. # 1165

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of T-1570 (Mediterranean Dr.) located in Union Twp. Sec. 32, T-8, R-5, a public road, the general route and termini of which Road are as follows:

Beginning where T-1570 comes through parcel #39-00458.001 and going approximately 375 feet to the dead end. This whole length is within said parcel.

Said Board of County Commissioners has fixed the 30th day of May, 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 6th day of June, 2018, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,
Belmont County, Ohio
Jayne Long /s/

ADV. TIMES LEADER (2) Tuesdays – May 22, 2018 and May 29, 2018

**IN THE MATTER OF ENTERING INTO LEASE AGREEMENT BETWEEN
OHIO RIVER PROERTIES, LLC AND BELMONT COUNTY COMMISSIONERS/TITLE OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter into a lease agreement between Ohio River Properties, LLC (Landlord) and the Board of County Commissioners of Belmont County (Tenant) for a 6 month term commencing July 1, 2018 and terminating December 31, 2018, in the amount of \$3,196.07 (per month) for the Belmont County Title Office located at 121 E. Main St., St. Clairsville, OH.



P.O. BOX 426 • MARTINS FERRY, OH 43935

COMMERCIAL LEASE

This lease is made between **OHIO RIVER PROPERTIES, LLC**, herein called the Landlord, and The Board of County Commissioners of Belmont County, herein after called the Tenant.

Tenant hereby offers to lease from Landlord the street level front section of the premises situated in the City of St. Clairsville, County of Belmont, and State of Ohio

The above-described premises are known for street numbering purpose as 121 E. Main Street, St. Clairsville, OH 43912

Auditor's Parcel Number: **34-02346.000**

Upon the following **TERMS and CONDITIONS**:

1. **TERM AND RENT.** Landlord demises the above premises for a term of (6) months commencing on July 1, 2018 and terminating on December 31, 2018. The base monthly rental rate as of July 1, 2018 will be Three Thousand One Hundred Ninety-Six Dollars and Seven Cents (\$3,196.07), payable on the first day of each month for that month's rental, during the term of this lease. If rent is not received by the close of business on the 4th day of the month, a late fee of Fifty Dollars (\$50.00) shall apply. All rental payments shall be made to Landlord in person at 250 North 7th Street, Martins Ferry, OH 43935 or via mail at P.O. Box 426, Martins Ferry, OH 43935.
2. **DESCRIPTION OF LEASED PREMISES.** Lessor agrees to lease to lessee and lessee agrees to hire from lessor, the space consisting of 2153 square feet of the back or rear portion of the office building complex of Ohio River Properties, LLC at 121 E. Main Street in the City of St. Clairsville, State of Ohio, referred to below as the building plus the minimum of (8) parking places.
3. **USE.** Tenant shall use and occupy the premise for the purpose of operating as a motor vehicle title department under the name Belmont County, Ohio Clerk of Courts Office. The premise shall be used for no other purpose without written permission from the Landlord and such permission will not be unreasonably withheld. Landlord represents that the premises may lawfully be used for such purpose.

INITIAL & DATE Tenant MAT JPD JM Date 5-16-18
Landlord _____ Date _____

OHIO RIVER
PROPERTIES, LLC

P.O. BOX 426 • MARTINS FERRY, OH 43935

4. **CARE AND MAINTENANCE OF PREMISES.** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, except for major mechanical, subject to the obligations of the parties otherwise set forth in this Lease, excepting damage caused by other lessees in the building. Tenant is responsible for all snow removal and keeping sidewalks clear.
5. **ALTERATIONS.** Tenant shall make no alteration to the subject premises without written permission from the Landlord and such permission will not be unreasonably withheld.
6. **ORDINANCES AND STATUTES.** Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant.
7. **ASSIGNMENT AND SUBLETTING.** Tenant shall not assign this lease or sublet any portion of the premises without prior written consent of the Landlord, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Landlord, may terminate this lease.
8. **UTILITIES.** Tenant is responsible for all utilities except water, which will be supplied by Lessor. Utilities must be transferred into the tenant's name within (3) days of lease start date. Utilities must remain on and in the tenant's name for the entire lease term.
9. **SIGNS.** Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive, or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant. Landlord has right to put Unit for Rent signs in the windows no more than (45) days prior to date tenant intends to vacate the premise.
10. **ENTRY AND INSPECTION.** Tenant shall permit Landlord or Landlord's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purposes of inspecting the same, and will permit Landlord at any time within (45) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs and permit persons desiring to lease the same to inspect the premises thereafter.

INITIAL & DATE Tenant MAJ JPD JM Date 5-16-18

Landlord _____ Date _____



P.O. BOX 426 • MARTINS FERRY, OH 43935

11. **HOLD HARMLESS.** Landlord shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the demised premises or any part thereof, and Tenant agrees to hold Landlord harmless from any claim for damages, no matter how caused.

12. **INSURANCE.**

- A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees, or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.
- B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.
- C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000.00 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with the Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.
13. **EMINENT DOMAIN.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Tenant's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Tenant. Tenant shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Tenant may file a claim for any taking of fixtures and improvements owed by Tenant, and for moving expenses.
14. **DESTRUCTION OF PREMISES.** In the event of a partial destruction of the premises during the term hereof, from any cause, Landlord shall forthwith repair the same provided that such repairs can be made within sixty (60) days under existing governmental laws and regulation, but such partial destruction shall not terminate this lease, except that Tenant shall be entitled to

INITIAL & DATE Tenant MAR JPD JM Date 5-16-18
Landlord _____ Date _____



P.O. BOX 426 • MARTINS FERRY, OH 43935

a proportionate reduction of rent while such repairs are being made, based upon the extent to which making the repairs cannot be made within (60) days. Landlord, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Landlord shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement cost, Landlord may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

- 15. **LANDLORD'S REMEDIES ON DEFAULT.** If Tenant defaults in the payment of rent or defaults in the performance of any of the other covenants or conditions hereof, Landlord may give Tenant notice of such default and if Tenant does not cure any such default within (15) days after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Tenant does not commence such curing within such 15 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Landlord may terminate this lease on not less than 15 days notice to Tenant. On the date specified in such notice the term of this lease shall terminate, and Tenant shall then quit and surrender the premises to Landlord, but Tenant shall remain liable as hereinafter provided. If this lease shall have been so terminated by Landlord, Landlord may at any time thereafter resume possession of the premises by any lawful means and remove Tenant or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
- 16. **SECURITY DEPOSIT.** Tenant has a security deposit with Landlord in the amount of \$0.00.
- 17. **ATTORNEY'S FEES.** In case suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fee.
- 18. **NOTICES.** Any notice which either party may, or is required to give, shall be given via mailing same, postage prepaid, to Tenant at the premises, or Landlord at the address shown in the TERMS and RENT section of this lease, or at such other places as may be designated by the parties from time to time.
- 19. **HEIRS, ASSIGNS, SUCCESSORS.** This lease is binding upon and inures to the benefit of the heirs, successors in interest to the parties.
- 20. **RENEWAL.** The lease shall renew for successive 1-month periods after the initial (6) month term has expired under the same terms herein, unless either Tenant or Landlord gives notice in writing FORTY-FIVE (45) days in advance of lease term end that this lease shall end.

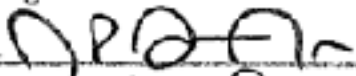


INITIAL & DATE Tenant MAT JPD JM Date 5-16-18
Landlord _____ Date _____

OHIO RIVER
PROPERTIES, LLC

P.O. BOX 426 • MARTINS FERRY, OH 43935

21. **SUBORDINATION.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.
22. **HEADINGS.** The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.
23. **BROKERS.** Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee, or other similar charge, in connection with this Lease.
24. **NOTICE.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States Certified Mail with a return receipt requested addressed as follows: If to the Landlord: Ohio River Properties, LLC P.O. Box 426, Martins Ferry, OH 43935, and if to the Tenant: Belmont County Board of Commissioners 101 W. Main Street, St. Clairsville, OH 43950
25. **FINAL AGREEMENT.** This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.
26. **GOVERNING LAW.** This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Ohio

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

Landlord Signature	Date
	5-16-18
	5-16-18
Tenant Signature	Date
	5-16-18
Tenant Signature	Date

INITIAL & DATE	Tenant	MAT	JPA	JM	Date	5-16-18
	Landlord				Date	

Upon roll call the vote was as follows:

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

Mr. Dutton said this is an extension of the Title Office's lease until the renovations at the former Health Plan building are completed.

BETWEEN THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES AND THE COMMISSIONERS DBA BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Vehicle Maintenance Agreement between the Belmont County Board of Developmental Disabilities and the Belmont County Board of Commissioners, dba Belmont County Emergency Management Agency, effective June 1, 2018 through May 31, 2021.

**VEHICLE MAINTENANCE AGREEMENT
BETWEEN
BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
BELMONT COUNTY COMMISSIONERS
dba BELMONT COUNTY EMERGENCY MANAGEMENT AGENCY**

- I.

PURPOSE

This Agreement is made this first day of June, 2018 by and between the Belmont County Board of Developmental Disabilities (hereinafter County Board) and the Belmont County Commissioners dba Belmont County Emergency Management Agency (hereinafter EMA) for the purpose of the County Board providing vehicle maintenance for vehicles owned by the Belmont County Commissioners and operated by the EMA.
- II.

TERM

This Agreement shall be in effect from June 1, 2018 through May 31, 2021.
- III.

TERMINATION

This Agreement may be terminated by either party, with or without cause, by giving thirty (30) days advance written notice.
- IV.

COUNTY BOARD RIGHTS AND RESPONSIBILITIES

A.

The County Board shall provide routine maintenance on EMA vehicles (based on a schedule developed by EMA Director and County Board Mechanic Supervisor) at the rate of \$25.50 per hour plus cost of any necessary parts.

B.

The County Board shall provide other than routine maintenance on EMA vehicles (based on EMA need) at the rate of \$49.00 per hour plus cost of any necessary parts.

C.

The County Board reserves the right to refuse to provide services depending on the nature of the repair.
- V.

EMA RESPONSIBILITIES

A.

EMA shall adhere to the routine maintenance schedule developed by the parties and deliver the vehicles scheduled for maintenance to the County Board Transportation grounds.

B.

EMA may schedule other than routine maintenance with the County Board Mechanic Supervisor.
- VI.

BILLING AND PAYMENT

A.

The County Board shall bill EMA for vehicle maintenance services at the end of the month if services have been provided during that month.

B.

EMA shall submit payment to the County Board for vehicle maintenance services provided within thirty (30) days of receipt of the bill.

C.

Any missed scheduled appointment that is not canceled in advance may result in a charge amounting to one hour of the applicable labor rate.

D.

The County Board reserves the right to adjust the hourly rate of the routine maintenance job performed with pre-approval from both parties required with a minimum of 30 days' notice regarding any fee adjustment.
- VII.

ROUTINE MAINTENANCE SCHEDULE

A.

The County Board Mechanic and EMA Director shall develop a routine maintenance schedule that will include dates on which maintenance will be performed and a list of those procedures that will be considered "routine maintenance" for the purpose of this Agreement.

B.

A copy of the routine maintenance schedule shall be attached and become part of this Agreement.

C.

Any maintenance procedures not included on the routine maintenance schedule shall be considered "other than routine maintenance" and shall be billed at the higher rate.

D.

Procedures that are other than routine maintenance shall not be performed by the County Board without prior written instruction from the EMA Director.
- VIII.

NONDISCRIMINATION POLICY

Both parties agree that they shall prohibit discrimination in the execution of this Agreement on the basis of race, color, sex, creed, disability, or national origin.
- IX.

SIGNATURES

Belmont County Board of Developmental Disabilities

Stephen L. Williams /s/

5-10-18

Stephen L. Williams, Superintendent

Date

Belmont County Board of Commissioners

Josh Meyer /s/

5-16-18

Josh Meyer

Date

J. P. Dutton /s/

5-16-18

J.P. Dutton

Date

Mark Thomas /s/

5-16-18

Mark Thomas

Date

Approved as to form:

David K. Liberati /s/ Assist P.A.

Prosecuting Attorney

Upon roll call the vote was as follows:

Mr. Dutton

Yes

Mr. Meyer

Yes

Mr. Thomas

Yes
- IN THE MATTER OF APPROVING PROPOSAL FROM BRANDI PATT DESIGN/BELMONT COUNTY WEBSITE**
- Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the proposal dated May 1, 2018, from Brandi Patt Design for web page design for the Belmont County website in the amount of \$1,500.00 and monthly maintenance in the amount of \$100.00 per month.
- Upon roll call the vote was as follows:
- | | |
|------------|-----|
| Mr. Dutton | Yes |
| Mr. Meyer | Yes |
| Mr. Thomas | Yes |
- Mr. Dutton noted this if for updates to the general Belmont County website.
- IN THE MATTER OF ACCEPTING RESIGNATION OF MICHAEL SHERWOOD, PART-TIME DRIVER/SSOBC**
- Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the resignation of Michael Sherwood, Senior Services of Belmont County part-time driver, effective May 25, 2018.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENT TO THE
BELMONT COUNTY TOURISM COUNCIL BOARD**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the appointment of Reverend William Webster to the Belmont County Tourism Council Board, effective immediately through March 29, 2022, to fill the unexpired term of Adam Hill.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS TO THE
BELMONT COUNTY TOURISM COUNCIL BOARD**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following appointments to the Belmont County Tourism Council Board for a five-year term effective immediately through May 15, 2023:

Mr. Andrew M. Barricklow
Mr. Jason L. Carpenter
Ms. Jill Stephen

Upon roll call the vote was as follows:

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

RECESS

9:30 Public Hearing-Additional Permissive License Fee Tax

Present: Terry Lively, Belmont County Engineer; Robert DeFrank, Times Leader and Channel 7 & 9 news, Nathan Hursh, 106.3 The River; Fred Bennett, former Belmont County Engineer; Franklin Shaffer (President of Belmont County Trustees Association), Mike Bianconi, Pease Township Trustee; Larry Merry, Port Authority Director; residents Richard Hord, Johnny T. Waugh, Frank Papini, Rod Kovacs, Pat Kovacs, Darlene Burch, Esther Kalinowski.

Mr. Lively reviewed his request. He said in 1967 the State Legislature passed a law that set the base fee for license plates and established the permissive auto fees. It is optional, but the County Commissioners have the authority to add to the license plates, municipalities can also take advantage of this. The only purpose of the fees is to generate funds for the maintenance of the roads. Mr. Lively said he is asking the Commissioners to implement all three \$5 increments available. The estimate he received from the State Department of Public Safety is approximately \$819,000 would be generated per year. He said since then the City of Barnesville has passed an additional fee that would take away from what the county would have available. There are also a couple of other municipalities and townships that are thinking of doing the same so if theirs are passed before the county’s, that amount of \$819,000 would go down. Mr. Lively said the county has had a lot of storm damage and a lot of slips this past winter. There are currently 34 active slips that they are working on and trying to deal with and they take a lot of money to fix. Some of them are beyond the ability of the Engineer’s Department crews to take care of so they will have to be bid out. FEMA and Federal Highways are willing to assist with some, but he needs a match (12.5%) which he doesn’t have, said Mr. Lively. If he doesn’t have the match funds they will walk away and those roads could be closed indefinitely until he can come up with the money to fix those slips. He is hoping this goes through, if it does he could, perhaps, borrow the money for the matching funds and use the revenue from the permissive auto fees to pay off the loan. Mr. Lively said, “It is that desperate right now, we need to have these roads repaired. We’ve got damages all over the county so things are tough right now.” He noted these funds will only be used for the maintenance of roads, bridges and guardrails. The money goes directly to the Engineer’s office.

Frank Papini, St. Clairsville, asked what funding would be available from the state for road improvements.

Mr. Lively said they apply every year through the Ohio Public Works Commission to get grant funding. In the past they have got one project per year from them. Their cap is a \$400,000 grant for a \$540,000 project. He said they’ve tried to replace bridges and do other things that needed to be done. The one they are doing this year is a big culvert replacement on Oakview Road. “If I had more match money I could go for a second OPWC project, for instance a paving project, so I could stretch our dollars and get some paving done,” said Mr. Lively. He added he would only have to put in \$140,000 and get \$540,000 worth of paving done if they maximized the grant.

Mike Bianconi, Pease Township Trustee, said is he a 100% for this.

Pat Kovacs, CR 104, Flushing-Morristown Road, west end of county, asked, “Will you add stuff to it if we agree to this?”

Mr. Lively said there is nothing hidden about this, he has been very clear. There are three \$5 increments available today; some of those increments have already been claimed by municipalities and townships so he doesn’t get them. If the three \$5 increments are approved that is what he gets. He can’t say the state won’t come out with additional \$5 increments in the future. If they do, it would be up to the Commissioners to approve it.

Rod Kovacs, County Road 104, Union Township, said County Road 104 hasn’t been paved for 20 years. He asked if the fees are raised if it’s just for the riverfront area and if the western end will be forgotten. He said that area goes into Egypt Valley Game Preserve and asked if the Engineer can get something from the State of Ohio for that road. He noted there is a lot of truck traffic on it.

Mr. Lively said there are roads that haven’t been paved for 30 years and one is down along the river; there are problems all over the county.

Rod Kovacs asked if the coal companies and oil and gas companies bond the roads and have to fix them if they tear them up.

Mr. Lively said they have RUMA agreements on some of the roads with coal companies and oil and gas companies. They only cover the parts of the roads they are using. He said if there are trucks using the parts they shouldn’t be, he isn’t law enforcement and can’t do anything about it except call the companies and make them aware. The maintenance of the roads is a county-wide problem and that is what he is trying to solve, said Mr. Lively. A lot of the municipalities along the river, Barnesville, St. Clairsville have already passed these permissive fees; they have money to work with. He said that is the problem, the only thing he has to work with is the \$5 increment passed in 1969 and that is not sufficient to keep up with maintenance and that is what he is trying to solve.

John Waugh, St. Clairsville, inquired how much would be lost if other townships and municipalities enacted these fees.

Mr. Lively said it depends on which communities and which \$5 increment they are claiming. It could be a significant sum.

Mr. Dutton noted those individuals in municipalities that have already passed a fee would not see their license plate fee go up \$15.

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Esther Kalinowski, Bridgeport, said she is 71 years old and working two part-time jobs just to maintain insurance and prescriptions. She said there is a limit to how far she can stretch the money coming in. \$15 seems like a lot of money. She asked if the Engineer gets any revenue from the oil and gas companies.

Mr. Lively answered no, he only gets revenue from two sources, gas tax and license plate fees. He noted he doesn’t get any money from the sales tax or property tax.

Ms. Kalinowski asked if different materials were being used on the roads since they don’t hold up.

Mr. Lively said they have only been patching the roads and not properly repairing them.

Richard Hord, Martins Ferry, asked if those older and on fixed incomes could pay less.

Mr. Lively said by law, it is the same for all.

Frank Shaffer, Pultney Township Trustee, said the Trustees endorsed the increase and sent a letter of support to the Commissioners. He said Pultney has enacted their fee.

Mr. Dutton asked Mr. Lively to go over the paving that has been done by the oil and gas companies.

Mr. Lively said close to 70 miles of roads have been upgraded by the oil and gas companies and some bridges have been replaced, but only on the RUMA routes they are using. The normal maintenance of roads and bridges is the Engineer’s responsibility.

Mr. Dutton asked Mr. Lively to recap his budget.

Mr. Lively said his budget is primarily from two sources, a portion of gasoline tax and a portion of the license plate fees, which has not been adjusted since 1969 when the County Commissioners added a \$5 increment. The gasoline tax is set by the State Legislature and they have no control over it. It has not been adjusted since 2006. His revenue has remained flat over the years and has not kept up with inflation.

Frank Papini, President of the Retired Steelworkers, said his group asked the Commissioners to take into account that the majority of their members are on a fixed income.

Fred Bennett (former County Engineer), Colerain Township, asked the Board of Commissioners to consider passing the \$15 increments. He said it is needed and has been needed for years. If you break it down it is \$1.25 a month and will be worth it to drive on better roads. He said years ago the Engineer’s Department had 70 – 80 employees and that has been cut to 30+ employees due to the revenue staying the same.

Mr. Lively said with half of the employees it is difficult to deal with snow events, storms and all sorts of problems.

Mr. Dutton said there is a very big need when it comes to our county roadways and they have looked at the facts and the numbers. “We have flat-lining revenues coming in and expenses that are going up and over the course of time things start to catch up. This is something that if we leave unattended it will become an issue too difficult to come back from if you look at the damage to the roads and how much deterioration has occurred and what the cost would be if you tried to repair those roads if the damage continues on in the same manner,” said Mr. Dutton. He said they have had a lot of discussion amongst themselves and other counties and people in the state. They have few options at their disposal, one being the license plate fee. They have discussed other alternatives such as a levy and severance tax. The severance tax goes to the state; it would help if some was returned to the county where oil and gas production is happening. “We will continue to look at all avenues. At the end of the day this is a situation, in my belief, that needs to be addressed one way or the other and I hope we emerge from this with a solution that gets us headed in the right direction and isn’t just a band-aid type fix,” said Mr. Dutton.

Mr. Meyer said they respect the public’s opinion and will take it into account whenever they get ready to make a final vote. He said, “At the end of the day, there is a tremendous need we are trying to meet” with limited resources.

Mr. Thomas said these are public roads and the County Engineer can’t restrict them unless there are load limitations. He said counties are creatures of the state. They have limited taxing authority, they cannot create laws; they can’t make companies with heavy trucks pay a fee; that is all done by the state. They only govern from the laws the State of Ohio gives them. “There are limited choices here, the license plate tax fee, a levy could go on the ballot and let the people decide on a road levy. Lastly is through the county’s general fund which is not required by law and simply there is not enough money out there to do that so there has to be a decision made. We are limited with the tools by which we can operate, simply by state law,” said Mr. Thomas. He added they appreciate the public’s opinion, no matter the stance they take. If they don’t do something with the roads they face liability issues with regard to accidents, etc. Every county in the state is facing the same type of funding situation because we are all part of the state of Ohio, said Mr. Thomas. He said “We will continue bringing our plight to the general assembly regarding the severance tax. Some severance tax needs to come back to the No. 1 host for oil and gas, Belmont County.”

IN THE MATTER OF BID OPENING FOR INMATE COMMISSARY SERVICES FOR BELMONT COUNTY JAIL

This being the day and 10:15 a.m. being the hour that bids was to be on file in the Commissioners’ Office for the Inmate Commissary Services; for the Belmont County Jail they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Keefe Group 21848 Commerce Parkway, Ste. 100 Strongville, OH 44149		28% Commission
Victus Commissary 100 Agua Drive Cold Spring, KY 41076		40% Commission

Present for opening: Brent Carpenter, Jail Administrator.

Motion made by Mr. Dutton, seconded by Mr. Meyer to turn over all bids received for Inmate Commissary Services for the Belmont County Jail to Sheriff Dave Lucas for review and recommendation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF BID OPENING FOR INMATE TELEPHONE SERVICES FOR BELMONT COUNTY JAIL

This being the day and 10:25 a.m. being the hour that bids was to be on file in the Commissioners’ Office for the Inmate Telephone Services;

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for the Belmont County Jail they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Encartele, Inc. 8210 s. 109 th Street LaVista, NE 68128		70% or \$5,500/month
Legacy Inmate Communications 10833 Valley View St., Ste. 150 Cyprus, CA 90630		Option 1 - 80% Option 2 – 82%
Securus Technologies, Inc. 4000 International Parkway Carrolton, TX 75007		Offer A – 81.7% Offer B – 81.7 %
Combined Public Communications 100 Agua Drive Cold Spring, KY 41076		Offer 1 – 81% Pre-pd. calling Offer 2 – 75% Pre-pd. calling Offer 3 – 75% Pre-pd. calling
I.C. Solutions Adv. Tech 2200 Danbury Street San Antonio, TX 78217		73% Commission

Present for bid opening: Brent Carpenter, Jail Administrator and Robert DeFrank, Times Leader.
Motion made by Mr. Dutton, seconded by Mr. Meyer to turn over all bids received for Inmate Telephone Services for the Belmont County Jail to Sheriff Dave Lucas for review and recommendation.
Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:49 A. M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Mike Schlanz, OhioMeansJobs Belmont County and Lori O’Grady, DJFS HR Manager, 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 10:55 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:55 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

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:01 A. M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of public employees.
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 11:25 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:25 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-
IN THE MATTER OF ISSUING A
SUSPENSION TO MISSY PACIFICO/
SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Dutton, seconded by Mr. Meyer to issue a suspension to Senior Services of Belmont County employee Missy Pacifico. Suspension will be served May 22, 2018 through May 24, 2018.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 11:25 A. M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the dismissal of a public employee
Upon roll call the vote was as follows:

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

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**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:26 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:26 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-
IN THE MATTER OF APPROVING
THE TERMINATION OF DOROTHY STENGER/
SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the termination of Dorothy Stenger, Senior Services of Belmont County employee, effective Friday, May 18, 2018, and direct her supervisor to notify Ms. Stenger of the same.
Upon roll call the vote was as follows:

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

RECESS UNTIL ROAD VIEW

**IN THE MATTER OF THE VACATION OF
T-16 (BETTS RD.) & T-17 (DODY RD.)
SOMERSET TWP. SEC. 25, T-7, R-6/RD IMP 1160**

**Office of County Commissioners

Belmont County, Ohio
Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others
The Board of County Commissioners of Belmont County, Ohio met in regular session on the 16th day of May, 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, On the 16th day of May, 2018, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it
RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.
Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.
Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further
RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **23rd** day of May, 2018 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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 May 16, 2018

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

1. "Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."
2. Strike out the clause from "and feet," if a road is not to be located or established

Reconvened Thursday, May 17, 2018 at 9:00 a.m. Present: Commissioners Dutton and Meyer and Jayne Long, Clerk.
Absent: Commissioner Thomas

**IN THE MATTER OF APPROVING AND SIGNING LETTER OF
APPOINTMENT TO OHIO EMA DESIGNATING COUNTY ENGINEER
TERRY D LIVELY TO ACT AS AUTHORIZED AGENT REGARDING
PUBLIC ASSISTANCE GRANT PROGRAM FOR FEMA-DR-4360-OH**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the Letter of Appointment to be sent to Ohio EMA designating County Engineer Terry D. Lively to sign all documents and in all ways act as the Authorized Agent relative to the Public Assistance Grant Program for FEMA-DR-4360-OH.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 9:00 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 9:00 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 23rd day of May, 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