

St. Clairsville, Ohio

November 14, 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 \$570,897.82**

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:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0054-A006-F03.000 Utilities	E-0054-A006-F07.000 Other Expenses	\$1,250.00
E-0054-A006-F03.000 Utilities	E-0257-A015-A15.074 Transfers Out	\$6,250.00
E-0121-A006-B06.011 Contract Services	E-0121-A006-B09.003 PERS	\$9,000.00

**S12 BELMONT COUNTY PORT AUTHORITY**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S07.000 Professional Services	E-9799-S012-S01.002 Salary	\$20,000.00
E-9799-S012-S07.000 Professional Services	E-9799-S012-S08.003 PERS	\$2,800.00
E-9799-S012-S07.000 Professional Services	E-9799-S012-S11.005 Medicare	\$290.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$2,300.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$1,720.07
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S56.000 Motor Vehicles	\$800.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S58.000 Communications	\$1,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/ Utilities	\$24,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$5,300.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$27,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$56,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$2,800.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S71.000 Education/Rec.	\$1,000.00

**S49 MENTAL HEALTH**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2310-S049-S61.004 Workers Comp	E-2310-S049-S60.003 PERS	\$2,000.00

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:

**A00 GENERAL FUND AND THE O10 SSD#2 BOND RET FORMAIN EXT PROJECT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$100,000.00

**A00 GENERAL FUND AND THE P95 HAZARD MITIGATION GRANT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0257-A015-A15.074 Transfers Out	R-1725-P095-P04.574 Transfers In	\$6,250.00

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 November 14, 2018:

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

**A00 General Fund**

E-0121-A006-B03.010	Supplies	\$192,941.88
E-0256-A014-A14.004	Workers Comp	\$242,398.55

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 following meeting dates:

**\*\*MAY 16, 2018\*\***

**O09 WWS #3 BOND RET-WATERLINE EXT PROJECT**

E-9506-O009-O02.051	Interest Payment	\$45,132.84
<b><u>O52 WWS #3 BOND RET-2014 REFUNDING 92 BOND</u></b>		
E-9252-O052-O01.050	Principal Payment	\$44,000.00
<b><u>**NOVEMBER 14, 2018**</u></b>		
<b><u>E10 911 FUND</u></b>		
E-2200-E010-E07.000	Other Expenses	\$1,977.00
<b><u>E11 9-1-1 WIRELESS</u></b>		
E-2300-E011-E01.011	Contract Services	\$10,444.25
<b><u>H11 FAMILY AND CHILDREN 1ST COUNCIL/BCDJFS</u></b>		
E-2770-H011-H03.000	FCFC-ADMINISTRATIVE FUNDS	\$6,435.25
<b><u>O09 WWS #3 BOND RET- WATERLINE EXT PROJECT</u></b>		
E-9206-O009-O01.050	Principal Payment	\$140,000.00
E-9206-O009-O02.051	Interest Payment	\$7,335.92
<b><u>O10 SSD #2 BOND RET- FORCE MAIN EXT PROJECT</u></b>		
E-9207-O010-O01.050	Principal Payment	\$150,000.00
E-9207-O010-O02.051	Interest Payment	\$53,278.13
<b><u>O51 WWS #3 BOND RET-2014 REFUNDING 97 BOND</u></b>		
E-9251-O051-O01.050	Principal Payment	\$191,771.65
<b><u>O52 WWS #3 BOND RET-2014 REFUNDING 92 BOND</u></b>		
E-9252-O052-O01.050	Principal Payment	\$46,000.00
E-9252-O052-O02.051	Interest Payment	\$5,554.62
<b><u>S31 N.S.L.A. OAKVIEW JUVENILE</u></b>		
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$45.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR OCTOBER, 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of October, 2018.

**Gross Wages P/E 10/13/18 THRU 10/27/18**

<b>General Fund</b>	<b>FROM</b>	<b>TO</b>	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,184.20</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>565.60</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>913.43</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>3,014.56</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>5,018.08</b>
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	<b>219.30</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>6,069.56</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>3,080.92</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>1,377.16</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>5,775.72</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>8,787.93</b>
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	<b>546.86</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,408.92</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,171.24</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>1,378.42</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,780.62</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>6,599.84</b>
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>7,152.54</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,637.20</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>17,716.03</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,651.68</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>930.90</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>3,437.15</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>2,585.54</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>2,824.24</b>
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>32.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b>404.67</b>

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**97,264.31**

DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>1,303.68</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>1,880.12</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	<b>601.22</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>478.04</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	<b>498.79</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	<b>393.65</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>430.92</b>
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	<b>406.32</b>
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	<b>109.83</b>
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Get Vaccinated Program	E-2236-F088-F01.001	R-9895-Y095-Y01.500	<b>63.35</b>
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	<b>76.36</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>1,191.91</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>49,649.42</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>6,135.93</b>
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	<b>3,265.43</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>3,841.62</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>3,961.98</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>13,401.34</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>3,904.91</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>1,142.40</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>347.20</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,275.49</b>
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>1,022.61</b>
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>2,251.02</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>14,551.90</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>3,901.25</b>
LEPC	E-1720-P090-P08.003	R-9895-Y095-Y01.500	
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>1,346.16</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>8,377.06</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>8,849.91</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>2,970.62</b>
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	<b>320.38</b>
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>31,078.65</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>17,341.09</b>
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	<b>589.62</b>
SMART OHIO PILOT GRANT	E-1519-S076-S10.002	R-9895-Y095-Y01.500	
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>735.78</b>
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>2,798.05</b>
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	<b>268.80</b>
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>651.82</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>556.18</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>671.52</b>

COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	<b>89.40</b>
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>2,230.73</b>
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>272.62</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>559.54</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>603.08</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	<b>128.80</b>
			<b>293,790.81</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS  
FOR 2019 WORKERS' COMPENSATION CHARGEBACKS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for 2019 Workers' Compensation Chargebacks.

**2019 WORKERS' COMPENSATION (BASED ON 2017 PAYROLL)**

ACCOUNT NAME	TRANSFER FROM ACCOUNT NUMBER	TRANSFER TO ACCOUNT NUMBER	2019 Final WC Chargeback
<b>GENERAL FUND</b>			
GENERAL FUND	E-0256-A014-A14.004	R-9899-Y089-Y04.574	102,278.56
<b>OTHER AGENCIES</b>			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	1,470.57
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	37,615.83
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	0.00
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	4,835.63
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	3,275.21
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	2,531.96
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	7,367.39
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	3,614.13
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	873.64
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	227.72
LEPC	E-1720-P090-P09.004	R-9899-Y089-Y04.574	7.20
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	989.67
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	7,591.17
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	1,961.01
MENTAL RETARDATION	E-2410-S066-S77.004	R-9899-Y089-Y04.574	23,367.93
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	12,450.85
COUNTY RECORDER	E-1210-S078-S13.004	R-9899-Y089-Y04.574	0.00
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	2,298.06
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	194.46
WESTERN COURT COMPUTER FUND	E-1550-S082-S12.004	R-9899-Y089-Y04.574	0.00
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	R-9899-Y089-Y04.574	178.11
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	133.23
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	124.56
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	264.76
COMMON PLEAS COURT-SPECIAL	E-1572-S089-S08.004	R-9899-Y089-Y04.574	0.00
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	20.55
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	5,455.93
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	378.83
SMART OH PILOT GRANT	E-1519-S076-S10.002	R-9899-Y089-Y04.574	48.64
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	504.68
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	1,825.86
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	23.72
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	406.10
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	423.56

DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	50.44
<b>WATER DEPARTMENT</b>			
WATER WORKS FUNDS	E-3702-P005-P30.004	R-9899-Y089-Y04.574	10,749.44
SANITARY SEWER FUNDS	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	3,530.10
<b>JUVENILE COURT GRANTS</b>			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	393.86
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	793.07
CARE AND CUSTODY-SUBSTANCE ABUSE	E-0400-M060-M74.004	R-9899-Y089-Y04.574	0.00
PLACEMENT II	E-0400-M075-M04.000	R-9899-Y089-Y04.574	116.06
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	1,059.42
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9899-Y089-Y04.574	0.00
<b>COUNTY HEALTH</b>			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	1,342.26
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	0.00
HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	503.94
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	304.33
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	399.91
TOBACCO	E-2216-F078-F02.002	R-9899-Y089-Y04.574	0.00
WOMENS HEALTH SERVICE	E-2217-F079-F01.002	R-9899-Y089-Y04.574	0.00
HEALTHY HOMES	E-2228-F080-F01.002	R-9899-Y089-Y04.574	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	0.00
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	209.40
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	320.16
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	121.16
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	215.49
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	691.98
		WORKERS' COMP.	243,540.54
		x 0.106392	
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,628.00
		GRAND TOTAL	245,168.54
		x 0.004437	
PUBLIC WORKS RELIEF EMPLOYEES	E-2510-H000-H08.004	R-9899-Y089-Y04.574	1,750.75

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.

**2017 CARRY-OVER PO'S**

A00 General Fund

PO# 521695 E-0256-A014-A14.004 Workers' Comp \$242,398.55

**O10 FUND/GENERAL FUND MONEY-\$100,000.00** transferred from the General Fund to the O10 Fund on 11/09/18.

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 \_\_\_November 14, 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**-Denise Starr to Cambridge, OH, on December 10, 2018, for a senior outing to Dicken’s Village and Theo’s’ Diner. Sue Neavin to Cambridge, OH, on December 11, 2018, for a senior outing to Dicken’s Village. Mindi Baker to Triadelphia, WV, on December 12, 2018, for a senior outing to The Highlands. Daisy Braun to Wheeling, WV, on December 13, 2018, for a senior outing to Uncle Pete’s Restaurant and The Festival of Lights. Sue Hines to Triadelphia, WV, on December 20, 2018, for a senior outing to The Highlands. County vehicles will be used for travel.

**VETERANS**-Lucinda Maupin and Virgil West to Columbus, OH, on November 16-18, 2018, to attend the Fall Convention of the OSACVSC.

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 November 7, 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 following changes have been made to the regular meeting schedule:

- Tuesday, November 20, 2018, instead of Wednesday, November 21, 2018, due to the Thanksgiving holiday.
- No meeting will be held the week of December 23, 2018, due to the Christmas holiday.
- Thursday, January 3, 2019, instead of Wednesday, January 2, 2018, due to the New Year’s holiday.

*Note: All other meetings will be on Wednesdays at 9:00 a.m. as usual.*

**IN THE MATTER OF THE VACATION OF A PORTION OF HACKELBURNERY RD (T-52) WAYNE TWP. SEC. 27 & 33, T-6, R-5/RD IMP 1172**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the following Public Road Petition for the vacation of a portion of Hackelburney Road (T-52) located in Wayne Township, Sec. 27 & 33, T-6, 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 #1172 in accordance with Ohio Revised Code Section 5553.04.

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

**November 1, 2018  
IMP- 1172**

**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 Hackelburney Rd. (T-52) located in Wayne Twp. Sec. 27 & 33, T-6, 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 0.85 miles from the intersection of Stumptown Rd. (C-102) and Hackelburney Rd. (T-52), going 0.66 miles through parcels 45-00136.000 & 45-00134.000 in a south eastern direction to the southeast corner of parcel 45-00133.000 in the width of 40 feet.

**PUBLIC ROAD PETITION**

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
Taylor Harmen	56302 Hackelburney Rd.
<i>Taylor Harmen /s/</i>	Jerusalem, OH, 43747
Damen Detling	56801 Shry Rd
<i>Damen Detling /s/</i>	Jerusalem, OH 43747
Doug Riemenshneider	56390 Stumptown Rd.
<i>Doug Riemenshneider /s/</i>	Barnesville, OH 43713
Stephen Wharton	57260 Shry Rd.
<i>Stephen Wharton /s/</i>	Barnesville, OH 43713
Doreen Detling	56840 Shry Rd
<i>Doreen Detling /s/</i>	Jerusalem, OH 43747
Jeff Wehr	57062 Stumptown Rd
<i>Jeff Wehr /s/</i>	Barnesville, OH 43713
Dave Detling	61881 Bailey Rd
<i>Dave Detling /s/</i>	Barnesville, OH
Elizabeth Yoder	56021 Stumptown Rd
<i>Elizabeth Yoder /s/</i>	Barnesville, OH 43713
Joe Yoder	56021 Stumptown Rd
<i>Joe Yoder /s/</i>	Barnesville, OH 43713
John Weaver	57399 Shry Rd.
<i>John Weaver /s/</i>	Barnesville, OH43713
Saloma J. Weaver	57399 Shry Rd.
<i>Saloma J. Weaver /s/</i>	Barnesville, OH43713
Emma Yoder	56370 Stumptown Rd
<i>Emma Yoder /s/</i>	Barnesville, OH 43713

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 HACKELBURNERY RD (T-52)  
WAYNE TWP. SEC. 27 & 33, T-6, R-5/RD IMP 1172**

**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. 1172**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 14th day of November, 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 Hackelburney Road (T-52), Wayne Township, Section 27 & 33, T-6, R-5.

RESOLVED, That the 28th day of November, 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 5th day of December, 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 |

Adopted November 14, 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. # 1172**

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 Hackelburney Road (T-52) located in Wayne Twp. Sec. 27 & 33, T-6, R-5, a public road, the general route and termini of which Road are as follows:

Beginning 0.85 miles from the intersection of Stumptown Rd. (C-102) and Hackelburney Rd. (T-52), going 0.66 miles through parcels 45-00136.000 & 45-00134.000 in a south eastern direction to the southeast corner of parcel 45-00133.000 in the width of 40 feet.

Said Board of County Commissioners has fixed the 28th day of November, 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 5th day of December, 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/  
Jayne Long, Clerk

**ADV. TIMES LEADER (2) Tuesdays – November 20, 2018 and November 27, 2018**

**IN THE MATTER OF APPROVING THE STATE OF OHIO,  
STATE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)  
PROGRAM-COMMUNITY HOUSING IMPACT AND PRESERVATION  
PROGRAM GRANT AGREEMENT, GRANT NO. B-C-18-1AG-1**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the State of Ohio, State Community Development Block Grant (CDBG) Program-Community Housing Impact and Preservation Program Grant Agreement, Grant No. B-C-18-1AG-1, in the amount of \$144,000.00, for the period of September 1, 2018 through December 31, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE STATE OF OHIO,  
HOME INVESTMENT PARTNERSHIP PROGRAM-COMMUNITY  
HOUSING IMPACT AND PRESERVATION PROGRAM GRANT  
AGREEMENT, GRANT NO. B-C-18-1AG-2**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the State of Ohio, Home Investment Partnership Program-Community Housing Impact and Preservation Program Grant Agreement, Grant No. B-C-18-1AG-2, in the amount of \$394,100.00, for the period of September 1, 2018 through December 31, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE STATE OF OHIO,  
LOW-AND MODERATE-INCOME (LMI) HOUSING TRUST  
FUND (HTF) COMMUNITY HOUSING IMPACT AND PRESERVATION  
PROGRAM GRANT AGREEMENT, GRANT NO. S-C-18-1AG-1**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the State of Ohio, Low- and Moderate-Income (LMI) Housing Trust Fund (HTF) Community Housing Impact and Preservation Program Grant Agreement, Grant No. S-C-18-1AG-1, in the amount of \$100,000.00, for the period of September 1, 2018 through December 31, 2020. Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT FOR ADMINISTRATIVE SERVICES WITH BEL-O-MAR REGIONAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), GRANT NO. B-F-18-1AG-1**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the Contract for Administrative Services with Bel-O-Mar Regional Council in an amount not to exceed \$42,000.00 for the Community Development Block Grant (CDBG), Grant No. B-F-18-1AG-1, effective September 1, 2018 through October 31, 2020.

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 1st day of September, 2018, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (Grant No. B-F-18-1AG-1) for the purpose of undertaking community development projects, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**I.**

**Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD Community Development Block Grant (No. B-F-18-1AG-1).

**II.**

**Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
6. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
7. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
8. To make all grant related records accessible to Belmont County at all times.

**III.**

**Duties of COUNTY**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than five (5) years after the completion of said PROJECT.

**IV.**

**Compensation**

The COUNTY agrees to pay a sum not to exceed Forty Two Thousand and 00/100 Dollars (\$42,000.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**LABOR** - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

Project Manager 1	Hourly Rate	38.86
Project Manager 2	Hourly Rate	28.36

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2019 is 0.747509.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS**- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2019 is 1.5081.

**V.**

**Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until October 31, 2020. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.**

**Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.**

**Termination for Cause and Convenience of the COUNTY**



The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.**

**Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.**

**Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

November 14, 2018

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

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

ATTEST:

Jayne Long /s/  
Jayne Long  
Clerk, Board of Commissioners

THE BELMONT COUNTY COMMISSIONERS

BY J. P. Dutton /s/  
J.P. Dutton, President

ATTEST:

A. C. Wiethe /s/  
A.C. Wiethe

BEL-O-MAR  
BY Scott Hicks /s/  
Scott Hicks  
ITS Executive Director

APPROVED AS TO FORM ONLY

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CONTRACT FOR ADMINISTRATIVE SERVICES WITH BEL-O-MAR REGIONAL FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), CRITICAL INFRASTRUCTURE GRANT PROJECT, GRANT NO. B-X-18-1AG-1**

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the Contract for Administrative Services with Bel-O-Mar Regional in an amount not to exceed \$20,000.00 for the Community Development Block Grant (CDBG)/Critical Infrastructure Grant Project, Grant No. B-X-18-1AG-1, effective September 1, 2018 through October 31, 2020.

**CONTRACT FOR ADMINISTRATIVE SERVICES**

THIS AGREEMENT, made this 1st day of September, 2018, by and between the Belmont County Commissioners, hereinafter called "COUNTY", and Bel-O-Mar Regional Council with its principal office at 105 Bridge Street Plaza, Wheeling, West Virginia, hereinafter called "BEL-O-MAR."

WHEREAS, the COUNTY has been awarded a Community Development Block Grant (CDBG) from the U.S. Department of Housing and Urban Development (Grant No. B-X-18-1AG-1) for the purpose of undertaking of a Critical Infrastructure Grant project, hereinafter called "PROJECTS," within Belmont County, Ohio.

WHEREAS, the COUNTY does desire to retain professional grant administration and implementation services for said PROJECTS; and,

WHEREAS, BEL-O-MAR does desire to provide grant administration/implementation services for said PROJECT:

NOW, THEREFORE, WITNESSETH, that the COUNTY and BEL-O-MAR do hereby agree as follows:

**Purpose**

The COUNTY hereby engages and retains BEL-O-MAR to administer and implement the HUD Community Development Block Grant (No. B-X-18-1AG-1).

**II.**

**Scope of Services**

BEL-O-MAR agrees to perform the following grant administration services and duties:

1. To provide professional personnel and services to administer and coordinate grant-related activities for said PROJECT.
2. To review and oversee compliance with all applicable State and Federal laws, rules and regulations concerning said PROJECT including Citizen Participation requirements, Environmental Review Clearance, MBE/WBE Recruitment Efforts, Equal Employment Opportunity, Ohio Historic Preservation Clearance, Fair Housing Laws and Contracting and Procurement Laws.
3. To set up and maintain bookkeeping and financial records for said PROJECT.
4. To establish and maintain official relations with the Department of Housing and Urban Development and all other grantor agencies for the purpose of reporting the progress and status of said PROJECTS.
5. To oversee and participate in all monitoring visits and program audits conducted by the Department of Housing and Urban Development or any other grantor agency.
6. Review, approve and process payment of contractor invoices, change orders, and other work related documents during the construction phases of said PROJECT.
7. To make regular reports to the COUNTY concerning the status and progress of said PROJECT.
8. To make all grant related records accessible to Belmont County at all times.

**III.**

**Duties of COUNTY**

The COUNTY agrees as follows:

1. To abide by all State and Federal laws, rules and regulations concerning said PROJECT.
2. To execute all documents, writings or other instruments necessary for the efficient and effective administration of said PROJECT.
3. To retain and preserve all grant-related records after the close of said PROJECT for a period of not less than five (5) years after the completion of said PROJECT.

**IV.**

**Compensation**

The COUNTY agrees to pay a sum not to exceed Twenty Thousand and 00/100 Dollars (\$20,000.00) to BEL-O-MAR as compensation for administration services rendered, and payable at such time as said grant monies are received for distribution by the COUNTY. BEL-OMAR will invoice the COUNTY no more frequently than once per month. The method of compensation to be used is as follows:

**LABOR** - All labor costs related to the performance of the contract will be billed as direct labor at the employee rates shown below.

Project Manager 1	Hourly Rate	38.86
Project Manager 2	Hourly Rate	28.36

**FRINGE BENEFITS** - include: holiday, vacation, sick leave, FICA, Workers Comp, unemployment, hospitalization, disability insurance, life insurance, and pension. These are considered a direct cost and are allocated based on the direct salary. The current rate for Fiscal Year 2019 is 0.747509.

**TRAVEL** - travel required to perform this contract will be billed as direct.

**COMMUNICATIONS**- telephone costs allocated as direct are long distance charges incurred on behalf of this contract.

**OTHER** - any other charges (publications, newspaper notices, etc.) Relating to this contract shall be charged as direct.

**INDIRECT COSTS** - All administrative, accounting and clerical labor costs in support of this contract; travel of the above listed personnel; printing and supplies; utilities; rent; other (including audit costs, insurances, dues, etc.); communications (including the equipment and service costs for the phone system). These costs are allocated based on direct salary. The current rate for Fiscal Year 2019 is 1.5081.

**V.**

**Term of Agreement**

This Agreement shall be binding upon the parties and shall remain in force and effect until October 31, 2020. The term of this Agreement may be extended upon the mutual written consent of the parties.

**VI.**

**Termination of Contract for Cause**

If, through any cause, BELOMAR fails to fulfill in a timely and proper manner their obligations under this Contract, or violates any of the covenants, agreements, or stipulations of this Contract, the COUNTY shall thereupon have the right to terminate this Contract by giving written notice to BELOMAR of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies and reports prepared by BELOMAR under this Contract shall, at the option of the COUNTY, become its property and BELOMAR shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

**VII.**

**Termination for Cause and Convenience of the COUNTY**

The COUNTY may terminate this Contract at any time by giving at least ten (10) days notice in writing to BELOMAR. If the Contract is terminated by the COUNTY as provided herein, BELOMAR will be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of BELOMAR, Section VI hereof relative to termination shall apply.

**VIII.**

**Records and Audits**

BELOMAR shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the COUNTY to assure proper accountability for all project funds. These records shall be made available for audit purposes to the COUNTY, HUD, the Comptroller General of the United States, the State of Ohio, or any authorized representative.

**IX.**

**Compliance with Executive Order 11246**

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

**X.**

This Agreement represents the entire agreement of the parties. No representations were made or relief upon by either party, other than those expressly set forth. No agent, employee, or other representative of either party is empowered to alter any of the terms hereof, unless done in writing and signed by the respective parties.

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

ATTEST:

Jayne Long /s/  
Jayne Long  
Clerk, Board of Commissioners

THE BELMONT COUNTY COMMISSIONERS

BY J. P. Dutton /s/  
J.P. Dutton, President

ATTEST:

A. C. Wiethe /s/  
A.C. Wiethe

BEL-O-MAR  
BY Scott Hicks /s/  
Scott Hicks  
ITS Executive Director

APPROVED AS TO FORM ONLY

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

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

Motion made by Dutton to adopt the following resolution:

**RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD'S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

**WHEREAS**, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

**WHEREAS**, counties have requested such adjustments to best meet the need of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county's funding stream; and

**WHEREAS**, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

**WHEREAS**, a county job and family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county's Board of Commissioners; and

**WHEREAS**, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county job and family services agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

**THEREFORE, BE IT RESOLVED** that the Belmont County Board of Commissioners hereby assigns authority to Vince Gianangeli, BCDJFS Director, to serve as the Belmont County Board of Commissioners' designee with the authority to request and sign the inter-county adjustment agreements on behalf of Belmont County for the period January 1, 2019, through December 31, 2019, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

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 this 14<sup>th</sup> day of November, 2018

J. P. Dutton /s/  
J. P. Dutton, President

Josh Meyer /s/  
Josh Meyer, County Commissioner

Mark A. Thomas /s/  
Mark A. Thomas, County Commissioner

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of November 14, 2018, as recorded in Volume 101 of the County Commissioners Journal.

Jayne Long /s/  
Jayne Long, Clerk

**IN THE MATTER OF ENTERING INTO A LEASE AGREEMENT  
BETWEEN OHIO RIVER PROPERTIES, LLC AND THE BOARD  
OF 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 7 month term commencing January 1, 2019, and terminating July 31, 2019, in the amount of \$3,196.07 (per month) for the Belmont County Title Office located at 121 E. Main St., St. Clairsville, OH.

**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 (7) months commencing on January 1, 2019 and terminating on July 31, 2019. The base monthly rental rate as of January 1, 2019 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 4<sup>th</sup> 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 7<sup>th</sup> 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.
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 forgoing 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.
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 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.
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

<u>Janel Evans /s/ Manager/Ohio River Properties, LLC</u>	<u>11.5.18</u>
Landlord Signature	Date
<u>J. P. Dutton /s/ Mark A. Thomas /s/</u>	<u>11-14-18</u>
Tenant Signature	Date
<u>Josh Meyer /s/</u>	<u>11-14-18</u>
Tenant Signature	
INITIAL & DATE      Tenant JPD MAT JM	Date <u>11-14-18</u>
Landlord J.E.	Date <u>11.5.18</u>

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 THE HIRING OF KAILEY DRAKE AS SEASONAL EMPLOYEE/RECORDS DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the hiring of Kailey Drake as a seasonal employee at Belmont County Records Department, effective November 19, 2018 to December 30, 2018, at the minimum wage rate.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF RONALD STRADER, FULL-TIME SUPPORT WORKER II/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Meyer to accept the retirement of Ronald Strader, full-time Support Worker II at Senior Services of Belmont County, effective November 30, 2018.

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Richard Hord inquired about Jamboree in the Hill's future. Mr. Dutton said they are doing what they can, as a local government, to try to see that it has a long-term future in the county.

**RECESS**

**9:30 Public Hearing-Road Improvement 1170**

**Re: Vacation of Point Alley in Highland Addition, Warren Township**

Present: Terry Lively, Belmont County Engineer and Andrew Hadzima, Drafting Technician II. Mr. Hadzima described the area to be vacated.

Present at the view were Mr. Lively and Mr. Hadzima. Mr. Hadzima said the alley looked like it was in the woods and never used for anything.

Mr. Lively said no one opposed the vacation and the alley has never been improved.

**REPORT OF COUNTY ENGINEER  
 OHIO REV. CODE, SEC. 5553.06  
 ROAD IMP # 1170**

**IN THE MATTER OF  
 THE VACATION OF POINT ALLEY  
 WARREN TOWNSHIP SEC. 21 T-8, R-6  
 HIGHLAND ADDITION CAB. B SLIDE 120-121 RD/IMP-1170**

**DATE: November 13, 2018**

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

The undersigned, in obedience to your order, dated **November 7, 2018**

November 14, 2018

Proceeded on **November 14, 2018** 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 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"

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

**IN THE MATTER OF THE VACATION  
OF POINT ALLEY IN HIGHLAND ADDITION  
WARREN TWP. SEC. 21, T-8, R-6/RD IMP 1170**

Office of County Commissioners  
Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.  
*Rd. Imp. #1170***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 14th day of November, 2018 in 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, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

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

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

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

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

Mr. 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 the 14th day of November, 2018

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

**IN THE MATTER OF BID OPENING FOR SENIOR SERVICES OF  
BELMONT COUNTY-FOUR (4) NEW ALL-WHEEL DRIVE SEDANS  
AND FOUR (4) NEW HOTSHOT VEHICLES WITH MEAL DELIVERY PACKAGE**

This being the day and 9:45 a.m. being the hour that bids was to be on file in the Commissioners' Office for Senior Services of Belmont County for four (4) new all-wheel drive sedans and four (4) new Hotshot vehicles with meal delivery package .

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b><u>Four (4) new all-wheel drive sedans</u></b>		
<b>Doan Ford</b>	<b>X</b>	<b>\$126,534.00</b>
<b>66870 Belmont Morristown Rd.</b>		
<b>Belmont, Ohio 43718</b>		
<b>Whiteside of St. Clairsville, Inc.</b>	<b>No</b>	<b>\$152,536.00</b>
<b>50714 National Road</b>		
<b>St. Clairsville, Ohio 43950</b>		
<b>Thomas Garage</b>	<b>X</b>	<b>\$115,044.00</b>
<b>67791 Mall Road</b>		
<b>St. Clairsville, Ohio 43950</b>		
<b><u>Four (4) new Hotshot vehicles with meal delivery package</u></b>		
<b>Doan Ford</b>	<b>X</b>	<b>\$188,258.00</b>
<b>66870 Belmont Morristown Rd.</b>		
<b>Belmont, Ohio 43718</b>		
<b>Whiteside of St. Clairsville, Inc.</b>	<b>No</b>	<b>\$191,776.00</b>
<b>50714 National Road</b>		
<b>St. Clairsville, Ohio 43950</b>		
<b>Thomas Garage</b>	<b>X</b>	<b>\$180,344.00</b>
<b>67791 Mall Road</b>		
<b>St. Clairsville, Ohio 43950</b>		

Present for opening: Tracy McBride, Thomas Garage and Carl Dieter, Doan Ford.

Motion made by Mr. Dutton, seconded by Mr. Meyer to turn over all bids for the Senior Services of Belmont County for four (4) new all-wheel drive sedans and four (4) new Hotshot vehicles with meal delivery package to Gary Armitage, Director, for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

November 14, 2018

**10:15 Vince Gianangeli, Director, Belmont Co. Dept. of Job and Family Services**

**Re: National Adoption Month**

Present: Vince Gianangeli and staff Jennifer Fietz, Christine Parker, Jack Regis, Jr., Billy Marinacci and John LaRoche, Juvenile/Probate Judge Al Davies and Jenn Shunk, Court Administrator.

Mr. Gianangeli said there are 2,500 children in Ohio waiting to be adopted; Belmont County has 49 children currently in custody. Belmont County has 29 licensed foster homes, one pending licensure, and eight that just completed classes, so soon there will be 38 licensed foster homes, all licensed to adopt. Since 2013, 41 children have been adopted through Belmont County Department of Job and Family Services, said Mr. Gianangeli.

**IN THE MATTER OF ADOPTING PROCLAMATION RECOGNIZING  
NOVEMBER 2018 AS NATIONAL ADOPTION MONTH**

Motion made by Mr. Dutton, seconded by Mr. Myer to adopt the proclamation recognizing November 2018 as National Adoption Month.

**Proclamation**

**“NATIONAL ADOPTION MONTH”**

WHEREAS, the theme for November 2018 is “National Adoption Month – In Their Own Words: Lifting up Youth Voices”; and

WHEREAS, In Belmont County, 49 children live in foster homes or other out-of-home placement settings; and 12 of those children in foster care are waiting to be adopted; and

WHEREAS, providing an older child with lifelong positive connections is one of life’s most treasured gifts; and

WHEREAS, adoption offers a unique experience that positively affects children and enriches the lives of the families who welcome them; and

WHEREAS, no child should linger in foster care or leave the system at any age without a permanent family of their own; and

WHEREAS, the Belmont County Department of Job and Family Services, along with other public and private child caring agencies throughout the state, work diligently in search of safe, stable, permanent homes for Ohio’s most vulnerable children; and

WHEREAS, it takes 100% Heart to Foster and Adopt in Ohio; and

WHEREAS, all citizens are encouraged to celebrate this worthy occasion and continue to open their hearts and homes to our children in foster care who are waiting to be adopted.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners that they do hereby recognize November 2018 as “NATIONAL ADOPTION MONTH” throughout the County of Belmont.

Adopted this 14<sup>th</sup> day of November, 2018.

**BELMONT COUNTY COMMISSIONERS**

J. P. Dutton /s/

Mark A. Thomas /s/

Josh Meyer /s/

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 10:45 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Dave Liberati, Assistant Prosecutor, pursuant to ORC 121.22(G)(3) Court Action Exception to discuss imminent court action.

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 11:00 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:00 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 THE VACATION OF  
A PORTION OF MCGREGOR HILL RD (T-317)  
PULTNEY TWP. SEC. 13, T-6, R-3/RD IMP 1171**

**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 14th day of November, 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 14th day of November, 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 **20th** day of **November, 2018** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> 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 November 14, 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 at 1:12 p.m. Present: Commissioners Dutton and Meyer and Jayne Long, Clerk.**  
**Absent: Commissioner Thomas**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 1:12 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Kelly Porter, Director, Belmont County Water, and Sewer District, Rebecca Hughes and Attorney Brian Butcher (via phone) pursuant to ORC 121.22(G)(4) Collective Bargaining Exception. Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 2:26 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 2:26 p.m. Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 2:27 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline and employment of public employees. Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION**

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

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

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



November 14, 2018

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 2:36 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 2:36 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 20<sup>th</sup> day of November, 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

November 14, 2018

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