

St. Clairsville, Ohio

December 12, 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 \$622,798.32

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

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A13.003 PERS	\$6,164.72
E-0051-A001-A50.000 Budget Stabilization	E-0131-A006-A25.000 Contract-Housing or Prisoners	\$78,760.00
E-0121-A006-B03.010 Supplies	E-0121-A006-B02.002 Employee-Salaries	\$7,300.00
E-0181-A003-A02.002 Employees Salary	E-0181-A003-A11.000 Other Expenses	\$11,991.43

S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$3,458.07

S87 EASTERN COURT GEN SPEC PROJ

FROM	TO	AMOUNT
E-1571-S087-S08.000 Other Expenses	E-1571-S087-S03.006 Hospitalization	\$2,000.00

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 December 12, 2018:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 GENERAL FUND

E-0051-A001-A08.000	Travel and Expenses	\$ 244.03
E-0054-A006-F11.012	Equipment	\$27,430.90
E-0057-A006-F06.011	Veterinary Services	\$7,871.21
E-0061-A001-B05.000	Intense Probation-Clerk of Courts	\$117,916.37
E-0141-A001-C03.010	Supplies	\$1,967.11
E-0141-A001-C08.000	Advertising & Printing	\$984.85
E-0253-A008-D03.000	Crippled Children Aid	\$3,950.06
E-0256-A014-A05.000	Official Bonds	\$413.00

SHERIFF/VARIOUS

E-0131-A006-A21.000	Sheriff's Towing	\$420.50
E-0131-A006-A24.000	ESORN	\$10,874.82
E-0131-A006-A27.000	Dive Team	\$765.98
E-0131-A006-A28.000	Shop With A Cop	\$1,561.36
E-0131-A006-A29.000	Mounted	\$1,090.00
E-0131-A006-A30.000	Project Lifesaver	\$451.00
E-0131-A006-A32.000	Warrant Fees	\$15.46
E-0131-A006-A34.000	Litter Control	\$250.00
E-1652-B016-B02.000	DUI Education	\$1,565.28

K00 M.V.G.T. FUND/ENGINEERS

E-2812-K000-K30.013	Contracts-Projects	\$5,000.00
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N29 CAPITAL PROJECTS-FACILITIES

E-9029-N029-N03.055	Contract Services	\$119,656.74
E-9029-N029-N13.055	Courthouse Restoration Projects	\$27,320.00

N59 CAPITAL PROJECTS-SENIOR CENTERS

E-9059-N059-N09.011	Contract Services	\$13,663.89
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Thomas, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the December 12, 2018 meeting:

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$1,977.00
<u>E11 9-1-1 WIRELESS</u>		
E-2301-E011-E01.011	Contract Services	\$10,731.07
<u>L01 SOIL CONSERVATION/BSWCD</u>		
E-1810-L001-L01.002	Salaries	\$6,003.00
<u>VARIOUS/SHERIFF</u>		
E-5100-S000-S01.010	Commissary	\$6,425.56
E-5101-S001-S06.000	CCW License	\$783.00
E-5101-S001-S07.012	CCW Equipment	\$1,505.00
<u>S12 PORT AUTHORITY</u>		
E-9799-S012-S14.074	Transfers Out	\$84,760.20
<u>S33 DISTRICT DETENTION HOME/SARGUS</u>		
E-0910-S033-S33.002	Salaries	\$80,000.00
<u>W80 PROSECUTORS-VICTIM ASSISTANCES</u>		
E-1511-W080-P01.002	Salaries	\$3,000.00
E-1511-W080-P05.003	PERS	\$800.00
E-1511-W080-P07.006	Hospitalization	\$1,281.36
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$608.00

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 NOVEMBER, 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 November, 2018.

Gross Wages P/E 11/10/18 THRU 11/24/18

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,164.50
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	935.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1036.00
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,020.16
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	4,945.86
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	219.30
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,032.47
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,782.29
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,377.16
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	5,809.07
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,134.63
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	542.28
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,296.92
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,171.24
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,384.27
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,780.62
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,592.70
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,152.54
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,669.13
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	21,072.52
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,651.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	930.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,500.60
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,585.54
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,900.36
POLL WORKERS	E-0181-A003-A02.000	R-9895-Y095-Y01.500	3,269.33
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	367.19
			<hr/> 106,356.46
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,302.30
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,911.10
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	708.60
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	484.30
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	434.28
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	397.11
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	503.84
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	450.39
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	162.72
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	64.68
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	87.40
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	986.08
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	50,872.95
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	2,348.08
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,214.07
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	4,225.43
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	3,961.98
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,758.27
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	3,422.20
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,142.40
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	347.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,275.49
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	1,022.61
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	2,251.03
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	14,359.34
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,043.86
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	1,346.16
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,887.46
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,689.00
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,974.52
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	30,763.69
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	17,347.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
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	735.78
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,904.94
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHRN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	651.82
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	556.18
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
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	86.52
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,195.09

LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	272.62
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	159.60
			305,677.49

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 THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF OCTOBER, NOVEMBER & DECEMBER 2018**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for Waived Hospitalization for the months of October, November & December 2018.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	9,583.31
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	83.36
E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	249.99
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	249.99
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	149.97
E-2230-F082-F01.002	PREP	R-9891-Y091-Y03.500	100.02
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	666.66
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,666.70
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	166.63
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	1,000.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	750.00
E-0400-M078-M02.008	JUVENILE (Title-IVE)	R-9891-Y091-Y03.500	
E-0400-M067-M05.008	JUVENILE (Alternate)	R-9890-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	500.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,500.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,000.00
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	500.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	3,166.66
E-1520-S077-S04.006	CORRECTION ACT GRANT	R-9891-Y091-Y03.500	
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	250.00

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E-1210-S078-S14.006	RECORDER/SUPP EQUIPMENT	R-9891-Y091-Y03.500	
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-1551-S088-S03.006	WESTERN CT. GEN. SPEC. PROJECTS	R-9891-Y091-Y03.500	
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	<u>250.00</u>
	TOTAL		24,833.29

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 CLOSED PO-

A00 General Fund

PO# 521656	E-0051-A001-A08.000	Travel and Expenses	\$244.03
PO# 521676	E-0057-A006-F06.011	Veterinary Services	\$7,871.21
PO# 521693	E-0253-A008-D03.000	Crippled Children Aid	\$3,950.06
PO# 521681	E-0256-A014-A05.000	Official Bonds	\$413.00

N29 Capital Facilities

PO# 521708	E-9029-N029-N03.055	Contract Services	\$119,656.74
PO# 521672	E-9029-N029-N13.055	Courthouse Restoration Proj	\$27,320.00

N59 CAP Proj Senior Centers Fund

PO# 521650	E-9059-N059-N09.011	Contract Services	\$13,663.89
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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 ___ December 12, 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-Vince Gianangeli, Christine Parker and Judy Beckett to Las Vegas, NV, on March 18-23, 2019, to attend the National Counseling Advances Conference. Estimated cost: \$6,000.00

SENIORS-Denise Starr to Wheeling, WV, on January 17, 2019, for a senior outing to the Toy Museum and Uncle Pete's. Daisy Braun to Wheeling, WV, on January 17, 2019, for a senior outing to Perkin's Restaurant, Kroger and St. Vincent DePaul.

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 December 5, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCHEDULING COMMISSIONERS' MEETING DAY

Motion made by Mr. Dutton, seconded by Mr. Meyer to hold the board's regular meeting at 9:00 a.m. on Thursday, December 20, 2018, instead of Wednesday, December 19, due to a scheduling conflict.

Upon roll call the vote was as follows:

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

Mr. Dutton made the following announcement:

- 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, 2019, 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 HOLDING THE BOARD'S ANNUAL REORGANIZATION MEETING

Motion made by Mr. Dutton, seconded by Mr. Meyer to hold the Board's annual **Reorganization Meeting** on Monday, January 14, 2019, at **8:30 a.m.**, pursuant to Ohio Revised Code Section 305.05 and to notify the media of the same.

Note: The Board will also hold their regular meeting on Wednesday, January 16 at 9:00 a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE RENEWAL OF THE ONE-YEAR LEASE AGREEMENTS WITH THE DEPT. OF JOB AND FAMILY SERVICES FOR THE FOX-SHANNON AND MARTINS FERRY LOCATIONS

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the renewal of the one-year lease agreements with the Belmont County Department of Job and Family Services for the Fox-Shannon and Martins Ferry locations, effective January 1, 2019, as follows:

<u>Building Location</u>	<u>Annual Amount</u>
310 Fox-Shannon Place	\$ 1,880.45
302 Walnut St., Martins Ferry	\$27,594.00

2019 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the **Belmont County Department of Job & Family Services**, Lessee, leases to the Lessee, the following premises:

Fourteen thousand two hundred twenty five (14,225) square feet of office space in the building known as the **310 Fox Shannon Place** and located at **310 Fox Shannon Place, St. Clairsville, Ohio 43950**.

For the term of one (1) year commencing on January 1, 2019 at a total cost of \$1,880.45, payable in seven (7) monthly installments of \$156.70 and five (5) monthly installments of \$156.71 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio. Said amount is calculated from the original amortization schedule.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay rent for capital cost purposes at the amounts designated in the forty (40) year amortization schedule on file with the Commissioners' office. Property insurance on this facility is collected in the annual cost allocation plan as part of the Shared indirect cost amount. Other operating costs such as utilities, etc., are paid directly by Lessee.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 12th day of December, 2018, at St. Clairsville, Ohio.

J. P. Dutton /s/

J. P. Dutton, President
Belmont County Board of Commissioners
Lessor

Vince Gianangeli /s/

Vince Gianangeli, Director
Belmont County Dept. of Job & Family Services
Lessee

Approved as to form:

David K. Liberati /s/

David K. Liberati
Belmont County Assistant Prosecutor

2019 LEASE AGREEMENT

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935**.

For the term of one (1) year commencing on January 1, 2019 at a total cost of \$27,594.00, payable in twelve (12) monthly installments of \$2,299.50 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;

4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
13. Lessor shall supply adequate parking spaces for use by Lessee's employees and customers.
14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.

The Lessor and Lessee have signed on the 12th day of December, 2018, at St. Clairsville, Ohio.

J. P. Dutton /s/
 J. P. Dutton, President
 Belmont County Board of Commissioners
 Lessor

Vince Gianangeli /s/
 Vince Gianangeli, Director
 Belmont County Dept. of Job & Family Services
 Lessee

Approved as to form:
David K. Liberati /s/
 David K. Liberati
 Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR KAREN HOPPIN/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Karen Hoppin for mortgage deeds dated June 17, 2004, September 15, 2004 and February 9, 2005, as recorded in Volume 0964 at pages 401-404, Volume 975 at pages 481-483 and Volume 0993 at pages 697-699 in the Belmont County Recorder's Office based upon the recommendation of Rick Healy, Belomar Regional Council.

Note: The liens have been fully paid and satisfied.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated June 17, 2004, September 15, 2004, and February 9, 2005, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0964 at pages 401-404, Volume 0975 at pages 481-483 and Volume 0993 at pages 697-699, and executed by Karen Hoppin to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

12-12-18
 Date

Belmont County Commissioners:

By: J. P. Dutton /s/
 J.P. Dutton, President
Mark A. Thomas /s/
 Mark A. Thomas
Josh Meyer /s/
 Josh Meyer

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT BETWEEN THE BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS AND THE STATE OF OHIO, DEVELOPMENT SERVICES AGENCY FOR THE CDBG AND/OR HOME PROGRAM

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the Housing Revolving Loan Fund Administration Agreement between the Belmont County Board of Commissioners and the State of Ohio, Development Services Agency, effective January 1, 2019 through December 31, 2021 for the CDBG and/or Home Program.

Note: This agreement is for the lien repayments from the CHIP projects.

HOUSING REVOLVING LOAN FUND
ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Development Services Agency**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Grantor"), and the Belmont County Board of Commissioners, located at 101 W Main St Saint Clairsville, OH 43950-1264 with F.T.I. Number: FTI 34600236 (the "Grantee"), and shall be effective beginning **January 1, 2019** (the "Effective Date") and terminate **December 31, 2021** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor, through its Office of Community Development ("OCD"), administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships ("HOME") Program for the State of Ohio.

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein.

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary development goals of: 1) improving the affordable housing stock; and 2) providing for the affordable housing needs of low-and moderate-income persons in designated areas of the Housing Revolving Loan Fund.

D. Grantor desires to have Grantee to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income and Grantee desires to administer a Housing Revolving Loan Fund using the CDBG and/or Home Program Income for the purposes stated above.

E. Grantee has adopted a Resolution or Ordinance authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. **Housing Revolving Loan Fund Capitalization.** Grantee shall deposit any and all Housing Program Income into a Housing Revolving Loan Fund account held by the Grantee.

2. **Definitions.**

a) Housing Revolving Loan Fund ("RLF") is a separate fund established for the purpose of accounting for Housing Program Income and of carrying out the specific activities designated in OCD's Housing Handbook and the applicable Community Housing Impact and Preservation (CHIP) Program Application Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

b) Housing Program Income is defined as gross income received by the recipient directly generated from the use of Ohio State Administered CDBG Program funds and/or Ohio State Administered HOME Program funds for housing activities.

3. **RLF Plan and Use of Funds.** Grantee has adopted the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and the Local Housing Policy and Procedures Manual. All Housing Program Income funds must be expended in compliance with all CHIP Program requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

4. **Program Income Distribution for CHIP Program Partnerships.** Grantee shall distribute Housing Program Income generated by an activity partially assisted with RLF Funds contributed by multiple CHIP Program Partners in conformance with the Grantee's OCD-approved CHIP Program Partnership Agreement.

5. **Project Approvals.** Grantee shall submit to Grantor a request for approval if the proposed project does not meet the requirements of this Agreement, OCD's Housing Handbook, the applicable CHIP Program Application Instructions, and/or the Local Housing Policy and Procedures Manual. Grantee must receive Grantor's written approval prior to the commencement of the Grantee's local project.

6. **National Objective/Income Eligibility Requirements.** Grantee shall ensure that all projects funded as a result of this Agreement meet the applicable CDBG national objective and HOME income eligibility requirements of the provision of a housing related direct benefit for low-and-moderate income persons.

7. **Subrecipient Agreements.** Grantee shall not subgrant the Housing Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the RLF Funds, but the funds are to remain with the Grantee in the Revolving Loan Fund Account. If there is a change in the designated administrative agent of the RLF Funds, it is the responsibility of the Grantee to notify OCD within fifteen (15) days of any change in status of the designated administrative agent.

8. **Accounting of RLF Funds.** CDBG RLF Funds and HOME RLF Funds shall be deposited and maintained in separate fund accounts upon the books and records of Grantee (the "Accounts"). Grantee shall keep all records of the Accounts in a manner that is consistent with generally accepted accounting principles. All disbursements from the Accounts shall be for obligations incurred in the performance of this Agreement and shall be supported by contracts, invoices, vouchers, and other data, as appropriate, evidencing the necessity of such expenditure.

9. **Reporting Requirements.** Grantee shall submit RLF Status Reports to Grantor no more than (30) days after notification of the RLF Status Report request. RLF Status Reports may include but are not limited to the following: program income; program activities; and program outcomes.

10. **Compliance with General CDBG and HOME Requirements.** Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

11. **Compliance with Environmental Requirements.** Grantee shall comply with the provisions of 24 CFR Part 58, Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities, for all activities funded with Housing Program Income.

a. **Use of Housing Program Income in association with an active Community Housing Impact and Preservation (CHIP) Program Grant.**

i. If Grantee is the responsible entity for an active CHIP grant and Grantee uses its Housing Program Income to assist a CHIP-funded activity, the environmental procedures associated with the CHIP grant shall fulfill the environmental requirements for the Housing Program Income. Grantee does not submit separate Request for Release of Funds and/or Certification documentation to Grantor for the Housing Program Income, and Grantor does not issue a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income.

ii. If Grantee is a partnering jurisdiction committing Housing Program Income to an active CHIP Program partnership, Grantee must prepare environmental review records, publish applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor for each activity assisted with Housing Program Income. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

b. **Use of Housing Program Income independent of a Community Housing Impact and Preservation (CHIP) Program Grant.** If Grantee uses Housing Program Income independent of an active CHIP-funded activity, Grantee must prepare environmental review records, publish any applicable public notices, and submit Request for Release of Funds and/or Certification documentation to Grantor. Grantee may not commit Housing Program Income or initiate project work until Grantor issues a Project Specific Release of Funds Respecting Environmental Grant Conditions for the Housing Program Income and Grantee fulfills any applicable site-specific environmental review requirements.

12. **Acquisition and Relocation.** Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

13. **Term of the Agreement.** This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 30(f) herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to continue to administer the RLF, have the Grantee close out the RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the RLF Funds.

14. **Records, Access and Maintenance.** Grantee shall establish and maintain for at least three (3) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of an RLF as set forth in OCD's Housing Handbook. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 21 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

15. **Inspections.** At any time during normal business hours upon three days prior written notice and as often as Grantor may deem necessary and in such a manner as not to interfere unreasonably with the normal business operations, Grantee shall make available to Grantor and its agents, appropriate state agencies or officials, HUD officials and the U.S. Government Accountability Office (GAO) for examination, all of its records with respect to matters covered by this Agreement including, but not limited to, records of personnel and conditions of employment and shall permit Grantor to audit, examine and make excerpts or transcripts from such records.

16. **Audits.** The Grant Funds shall be audited according to the requirements of 2 CFR 200. In addition, Grantee must follow the guidelines provided in the OCD Financial Management Rules and Regulations Handbook. The Grantee shall submit to the Federal Audit Clearinghouse (FAC) and make available for public inspection a copy of the single audit, data collection form, and reporting package as described in 2 CFR 200 within the earlier of 30 days after receipt of the auditor's report(s) or nine months after the end of the audit period. No later than seven (7) days following submission to the FAC, the Grantee must notify ODSA at singleaudit@development.ohio.gov that the single audit was submitted to the FAC. A copy of the audit report may be attached, but is not required.

17. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, age, military status, or ancestry. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, military status or ancestry. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the RLF Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

18. **Prevailing Wage Rates and Labor Standards.** In the commission of any Project(s) wherein federal funds are used to finance construction work as defined in the Code of Federal Regulations (CFR) Title 29, Part 5 to the extent that such activity is subject to the Davis-Bacon Act (40 United States Code (U.S.C.) 3141 to 3148, as amended), all laborers and mechanics employed by contractors or subcontractors on any such construction work assisted under this Agreement shall be paid the wages that have been determined by the U.S. Secretary of Labor to be the wages prevailing for the corresponding classes of laborers and mechanics employed on project(s) of a character similar to the contract work in the civil subdivision of the state wherein the work is to be performed. In addition, all laborers and mechanics employed by contractors or subcontractors on such construction work assisted under this Agreement shall be paid overtime compensation in accordance with the provisions of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701 to 3708. Furthermore, Grantee shall require that all contractors and subcontractors shall comply with all regulations issued pursuant to these acts and with other applicable federal and state laws and regulations.

In the event that the construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code (ORC) Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

19. **Use of Federal Grant Funds.** Grantee acknowledges that this Agreement involves the use of federal funds and as such, is subject to audit by the agency of the United States Government granting the funds to Grantor for the purposes of performing the work and activities as listed in the Grantee's RLF project report forms and in conformance with OCD's Revolving Loan Fund Policies and Procedures Manual, OCD's Housing Handbook, and the Local Housing Policy and Procedures Manual. Grantee shall fully reimburse Grantor for any cost of Grantee which is disallowed by said federal agency and which must be refunded thereto by Grantor.

20. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to paragraph 21, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

21. **Termination.**

a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:

- i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
- ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
- iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
- iv. Cancellation of the grant of funds from HUD.

b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee and/or the Clean Ohio Council, (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

c. Grantor reserves the right to suspend the administration of the RLF at any time for failure of the Grantee or its designated administrative agent to administer the local RLF in compliance with the OCD's Housing Policies and Procedures Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the RLF. Failure to accurately report on the RLF Funds could result in Grantor placing the RLF Funds on hold or recapturing the RLF Funds. Grantor also reserves the right to request the RLF Funds be returned to the State of Ohio upon failure to comply with the OCD RLF Policies and Procedures Manual.

22. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to this Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
23. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
24. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
25. **Liability.** Unless Grantee is an Ohio political sub-division and can prove to Grantor that it is self-insured, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees, agents and subcontractors. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.
26. **Adherence to State and Federal Laws, Regulations.**
- a. **General.** Grantee shall comply with all applicable federal, state and local laws in the performance of Grantee's obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations.
- b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflicts of interest laws including, without limitation, ORC Section 102.01 et seq., Sections 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2) will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the Ohio ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
27. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
28. **Falsification of Information.** Grantee affirmatively covenants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to ORC Section 9.66(C) (2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C) (1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(F)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than one hundred eighty (180) days.
29. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under ORC Section 149.43 and are open to public inspection unless a legal exemption applies.
30. **Miscellaneous.**
- a. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect and performance.
- b. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.
- c. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- d. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- e. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.
- i. In the case of Grantor, to:
Ohio Development Services Agency
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attention: Deputy Chief
- ii. In the case of Grantee, to:

Belmont County Board of
Grantee Name: Commissioners
Address: 101 W Main St Courthouse
City, State, Saint Clairsville OH,
Zip: 43950-1264
Attention:

- f. Amendments or Modifications. Either party may at any time during the term of this Agreement request amendments or modifications, as described in the applicable State of Ohio Consolidated Plan Submission. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Project(s). Should the parties consent to modification of this Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.
- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by Grantee without the prior express written consent of Grantor.
- j. Permissible Expenses. If "travel expenses," as defined in Ohio Administrative Code Section 126-1-02 (the "Expense Rule"), are a cost of the Project eligible for reimbursement with Grant Funds, Grantee shall be reimbursed accordingly. Grantee agrees that it shall not be reimbursed and Grantor shall not pay any items that are deemed to be "non-reimbursable travel expenses" under the Expense Rule, whether purchased by the Grantee or Grantor or their respective employees or agents.
- k. Binding Effect. Each and all of the terms and conditions of this Agreement shall extend to and bind and inure to the benefit of Grantee, its successors and permitted assigns.
- l. Survival. Any provision of this Agreement which, by its nature, is intended to survive the expiration or other termination of this Agreement shall so survive and shall benefit the parties and their respective successors and permitted assigns.
- m. Counterparts; PDF Accepted. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement

Signature: Each of the parties has caused this Housing Revolving Loan Fund Administration Agreement to be executed by its authorized representatives as of the dates set forth below, their respective signatures effective as of the Effective Date:

GRANTEE:	GRANTOR:
Belmont County Board of Commissioners	State of Ohio
	Development Services Agency
JP Dutton,	David Goodman, Director
By: <u>J. P. Dutton /s/</u>	By: _____
Printed Name: <u>John P Dutton Jr</u>	Printed Name: _____
Title: <u>Commissioner</u>	Title: _____
Date: _____	Date: _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE BOARD OF COMMISSIONERS AND CANDACE FLEAGANE

Motion made by Mr. Meyer, seconded by Mr. Thomas to approve and authorize Commission President J. P. Dutton to sign the Memorandum of Understanding, effective January 1, 2019 through December 31, 2019, by and between the Board of County Commissioners of Belmont County, Ohio and Candace Fleagane; Ms. Fleagane will assist County with providing for the care and control of cats by reimbursing the County for various expenses associated with the care and control of cats.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into this 12th day of December, 2018, by and between the Board of County Commissioners of Belmont County, Ohio ("County") and Candace Fleagane ("Fleagane").

WHEREAS, County operates an Animal Shelter primarily for the care and control of dogs pursuant to the Ohio Revised Code; and

WHEREAS, Fleagane is concerned with the care and control of cats and desires to assist County with providing for the care and control of cats by reimbursing the County for various expenses associated with the care and control of cats.

NOW THEREFORE, County and Fleagane agree as follows:

- (1) During the term of this agreement, County shall provide a room at the Animal Shelter to house cats that have been surrendered to the Shelter until such time as said cats may be adopted. It is anticipated that the room can accommodate up to 32 cats at any one time.
- (2) Fleagane agrees to assume the cost of providing initial care of cats surrendered to the Shelter so that the same may be adopted. These initial costs shall include routine spay and neutering, and any general health issues. Fleagane shall not assume the cost associated with treatment of any extraordinary injury or serious disease of any individual cat unless agreed to by Fleagane prior to treatment.
- (3) County shall provide spay and neutering services and initial care of the cats through the services of local veterinarians.
- (4) Within ten (10) days of the end of each calendar month, County shall submit to Fleagane the costs incurred by County for spaying, neutering, and providing general routine healthcare to the cats during the preceding calendar month and Fleagane shall pay said amount in full to County within 30 days of receiving the invoice for said costs.
- (5) Since Fleagane is subsidizing the cost of initial healthcare for the cats, the County agrees to reduce the adoption fee for said cats to \$50.00 to allow for more adoptions.
- (6) This Agreement may be terminated by either party upon ten (10) days' notice to the other in writing.
- (7) This Memorandum of Understanding shall remain in effect through, and including, December 31, 2019 and shall terminate at that time unless renewed in writing by County and Fleagane.

<u>12-12-18</u>	Board of County Commissioners of Belmont County:
Date	<u>J. P. Dutton /s/</u>
<u>12-1-18</u>	J.P. Dutton, President
Date	<u>Candace Fleagane /s/</u>
	Candace Fleagane

APPROVED AS TO FORM:
David K. Liberati /s/ Assist. P.A.
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Dutton noted a year or so ago when the Animal Shelter had a population of 60 cats that needed routine shots before they could be adopted out to the general public, the Board of Commissioners made a decision to not take in any more cats at that time. The shelter's cat room holds 32 cats. Once the cat population got down, they entered into the agreement with Candace Fleagane and her non-profit has assisted greatly with the cats' care.

IN THE MATTER OF APPROVING THE PROMOTION OF PATRICIA DOTY FROM PART-TIME DRIVER TO FULL-TIME CENTER DIRECTOR AT SENIOR SERVICES

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the promotion of Patricia Doty from part-time Driver to full-time Center Director at Senior Services of Belmont County, effective December 17, 2018.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM BRYAN ELECTRIC INC./HEALTH DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the quote from Bryan Electric Inc., in the amount of \$1,406.65, to provide wire, breaker and labor for installation of a new 50A feed for a new split A/C unit at the Belmont County Health Department.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADVERTISING FOR BIDS FOR BELMONT COUNTY BUILDING RENOVATION PROJECT

Motion made by Mr. Dutton, seconded by Mr. Meyer to advertise for bids for the Belmont County Building Renovation Project, based upon the recommendation of McKinley Architects and Engineering, project architect, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

Legal Notice

Sealed bids will be received by the Board of Commissioners of Belmont County, Ohio (the "County"), as provided in this notice for the Belmont County Building Renovation Project (the "Project"). Contract documents, which include additional details of the Project, are available for digital download from McKinley Architect + Engineers Phone: (304) 233-0140; Fax: (304) 233-4613; Email: lsasseen@mckinleydelivers.com.

Bids shall be enclosed in a sealed envelope addressed to Belmont County, ATTN: Jayne Long, 101 West Main Street, St. Clairsville, Ohio 43950 and plainly marked on the outside "BELMONT COUNTY BUILDING RENOVATION PROJECT BID." Bids will be received until 9:30 a.m., local time, January 23, 2019.

Questions regarding plans and specifications should be addressed in writing to McKinley & Associates, Attn: Thomas Worlledge, AIA at tworlledge@mckinleydelivers.com.

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. No bidder may withdraw its bid within 60 days after the opening; the County reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

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

Times Leader Advertisement: Two (2) Wednesdays, December 19 & 26, 2018.

Upon roll call the vote was as follows:

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

Mr. Dutton said Commissioner Thomas and himself attended the CCAO Winter Conference in Columbus. They listened to the Speaker of the House and the President of the Senate and also Governor-elect, Mike DeWine. They spoke of some of the challenges the counties have been facing over the last few years; some of those issues have been mentioned in the Commissioners' meeting and they will probably continue to do so. He feels it's the start of a good dialog with the new Governor and new leaders that are coming on board and hopes to see some activity on these issues next year. Mr. Thomas said our big issue is trying to get more severance tax money back to Belmont County from Columbus. He said the state legislature creates the laws and the Board of Commissioners implements the services to the residents. The Commissioners do not make laws. He is keeping his fingers crossed something changes in Columbus.

IN THE MATTER OF HEARING HELD RE: ROAD IMPROVEMENT 1171 VACATION OF A PORTION OF MCGREGOR HILL ROAD (T-317), PULTNEY TOWNSHIP

Present: Belmont County Engineer Terry Lively; Andrew Hadzima, Drafting Technician II; Pultney Township Trustees Frank Shafer and Mark Cervelli; McGregor Road residents, Stephanie Pramik, Peter and Dixie Mills, Nancy Anderson, John and Phyllis McVey, Andy Barricklow, Don Harr, Kermit Sweigart, Earl Mathews, Mike Banig, Paulette Dunham and Jeff Schultz.

Jeff Schultz, a 15-year resident of McGregor Hill Road, said he wanted to clear up some misconceptions since he couldn't attend the last hearing. He said in the last 15 years there has only been one fire on the road that required a 911 service; they average five 911 calls per year. He said Neffs Fire Department's route to get to McGregor Road is up Neffs hill to McGregor Road; at no time did they use the lower road as a route. The bridge that is there does not support the weight of the EMS vehicles and the bends on the road cannot withstand a vehicle. He added the emergency response times is on average five to eight minutes to get to McGregor Road and feels the road closure has nothing to do with it. He said, as to gas and oil, in 2016 a counter was put on to study traffic and speed. The reports from Gulfport went to the Township Trustees and should be in their minutes. He said Gulfport continued to prep for the pad, which is there, but not currently in use. The lower part of McGregor Road was not RUMA approved. This came up in the fall of 2016 and should also be in the Township's minutes. The RUMA is only on about 3/4 mile of the road, the rest of the road was not deemed to be RUMA approved. Vehicles that were over the weight limit for the bridge were using that road to get to Neffs where the lower part of the pipeline was being installed. Pictures were taken of the vehicles and the weight limits and were presented to the Trustees and they agreed they were overweight and should not have been using the bridge. The Trustees were to take that to Gulfport. Gulfport was at the next Township meeting and was asked if they would RUMA approve the rest of the road and take into

consideration to pave the second part of McGregor Road so they could have the completion to use the full road, but Gulfport wouldn't agree to upgrade the lower part of the road so nothing was changed to make it a RUMA approved road. Mr. Schultz said under the ORC for the roads, if a road is considered a rural or township road, the minimum width requirement should be a minimum of twenty feet for a speed limit of 55MPH and needs to have a double yellow line. The road width on McGregor Road is as low as 14 feet so it does not meet state requirements. He added in 2016 two speed limit signs were posted on the road, one was 25 MPH and the other was 35 MPH. This was presented to the Trustees and it was changed to 25 MPH pre-road closure. Mr. Schultz said he thinks the township minutes need to be seen and that the illegal use of the road (by oil and gas) contributed to the reason it's closed. He said with the road being closed, it has decreased the drug activity on the road.

Mr. Dutton reminded everyone that their comments from the previous hearing are part of the record. He read a letter from Neffs Fire Department regarding their response times and mileages to 65592 McGregor Road, which is the last address on the road. By way of Dixon Hill Road it is 8-9 minutes for a squad response and 10-12 minutes for an engine response with 3.5 road miles. By way of Patterson Hill Road it is 19-20 minutes for squad response and 22-25 minutes for an engine response with 10.2 miles of road.

Kermit Sweigert said if there is a gas well explosion "you're doomed" and wouldn't be able to get out if the road is closed.

Paulette Dunham said she has lived on McGregor Hill Road for 1 1/2 years. She said since the road has been closed there has been less cars and drug traffic. She expressed concern about the 55 mph speed limit and heavy pipeline trucks that will come through.

Pultney Township Trustees Frank Shaffer and Mark Cervelli refused to comment when offered the chance by Mr. Dutton.

Nancy Anderson said she used to run with the e-squad and they did use that hill. She said trucks are using her driveway to turn around because with the road closure there is nowhere for the trucks to turn around.

Mr. Hadzima described the area to be vacated. He said the Engineer is here and his recommendation is, "that the road should remain open due to adjacent land owners and emergency services opposing the vacation."

Mike Banig asked who to see regarding a speed limit change. Mr. Dutton said the Township Trustees.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1171**

DATE: December 7, 2018

**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**

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

The undersigned, in obedience to your order, dated **November 14, 2018**

Proceeded on **December 12, 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 Not** be granted.

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

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

I am recommending that the road remain open due to adjacent land owners and EMS opposing the closure of the road.

Terry Lively /s/

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF 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-DISMISSAL OF PETITION

Motion made by Mr. Dutton to adopt the resolution to deny Road Improvement #1171 for the vacation of a portion of McGregor Hill Rd. (T-317) Pultney Township, Sec. 13, T-6, R-3, based upon the recommendation of Terry Lively, Belmont County Engineer.

RESOLUTION

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

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

RESOLVED, That said Board of County Commissioner do find said improvement will not serve the public convenience and welfare, and the same is therefore refused.

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

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

Adopted the 12th day of December 2018

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of December 12, 2018, as recorded in Volume 101 of the County Commissioners Journal.

Jayne Long /s/

Jayne Long, Clerk

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:54 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 compensation, discipline and employment of public employees.

Upon roll call the vote was as follows:

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

Mrs. Bayness stepped out at 10:04 a.m. Jack Regis, Facilities Manager, joined executive session at 10:04 a.m. and exited at 10:20 a.m. Mrs. Bayness rejoined executive session at 10:21 a.m.

December 12, 2018

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:12 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:12 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 A ONE-TIME PAY
ADJUSTMENT FOR 911 DEPUTY DIRECTOR JAMES DELMAN**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve a one-time pay adjustment for 911 Deputy Director James Delman, effective December 17, 2018, in the amount of \$103.49 per pay period.

Upon roll call the vote was as follows:

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

Mr. Thomas left the meeting at 11:15 a.m.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:20 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 12:20 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of December, 2018.

J. P. Dutton /s/_____

Mark A. Thomas /s/_____ COUNTY COMMISSIONERS

J. P. Dutton /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