

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, 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. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,390,490.32

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Dutton 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 January 16, 2019:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

S79 SMART OHIO PILOT GRANT

E-1519-S076-S06.011	Expenses 2016/2017 Grant Year	\$47,307.18
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Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton 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:

****JANUARY 2, 2019**

A00 GENERAL FUND

E-0257-A015-A15.074	Transfers Out	\$63,968.15
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****JANUARY 16, 2019****

A00 GENERAL FUND

E-0057-A006-F06.011	Veterinary Services	\$1,764.48
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E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$4,045.50
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$6,003.00
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E-1810-L001-L05.011	Contract Services	\$44.01
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M64 PLACEMENT SERVICES-JUVENILE COURT

E-0400-M064-M05.000	Placement Costs	\$22,183.24
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OAKVIEW JUVENILE REHABILITATION/VARIOUS

E-8010-S030-S40.000	Grant Holding Account	\$98,354.55
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E-8010-S030-S51.002	Salaries	\$150,000.00
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E-8010-S030-S53.000	Medical	\$2,000.00
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E-8010-S030-S56.000	Motor Vehicles	\$1,000.00
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E-8010-S030-S59.000	Fuel/Utilities	\$10,000.00
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E-8010-S030-S63.000	General	\$8,511.48
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E-8010-S030-S68.006	Hospitalization	\$55,000.00
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E-8010-S030-S72.000	Capital Repairs	\$198,500.00
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E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$1,424.34
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E-8012-S032-S00.000	Activity Fund	\$37.70
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S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

E-1520-S077-S01.002	Salaries	\$17,386.75
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E-1520-S077-S02.005	Medicare	\$252.00
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E-1520-S077-S03.003	PERS	\$2,434.25
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E-1520-S077-S04.006	Hospitalization	\$3,184.00
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E-1520-S077-S05.004	Workers Comp	\$313.00
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T11 BELMONT CO COMMISSIONERS/CDBG

E-9702-T011-T01.000	Grants	\$506,700.00
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W80 PROSECUTORS VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$1,250.00
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E-1511-W080-P02.010	Supplies	\$250.00
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E-1511-W080-P03.000	Travel	\$28.00
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E-1511-W080-P04.000	Other	\$132.00
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Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/HOLDING ACCOUNT CHARGEBACK FOR DECEMBER, 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 December, 2018.

Gross Wages P/E 12/08/18 THRU 12/22/18

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,655.87
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	851.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	623.49
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,048.05
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,275.17
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	6,225.86
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,500.93
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	5,805.35
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,487.04
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	465.14
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	5,147.55
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	1,730.50
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	6,633.16
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,203.93
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,706.29
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	17,585.11
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,674.18
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	948.29
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,169.91
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	2,921.94
POLL WORKERS	E-0181-A003-A02.000	R-9895-Y095-Y01.500	
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	375.34
			98,200.16
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,211.50
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,832.87
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	600.59
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	473.31
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	493.64
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	322.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	386.45
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	462.53
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	147.56
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	88.34
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	41.20
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,345.74
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	52,273.72
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	3,295.04
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,279.37

R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,876.12
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,000.13
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	13,752.68
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	3,393.63
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	2,251.02
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	14,220.75
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,911.81
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	8,036.85
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,633.79
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	2,986.10
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	30,094.77
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	17,511.63
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	69.09
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	2,565.65
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	126.89
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,205.28
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	478.80
			295,022.21

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	Yes

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

Motion made by Mr. Meyer seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,764.48**-deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 01/15/19.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated January 16, 2019, 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. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

DJFS-Michael Schlanz to Cadiz, OH, on January 18, 2019, to attend the Workforce Outreach meeting. A county vehicle will be used for travel. Estimated expenses: \$15.00. Michael Schlanz, Sarah Smith, Pat Long and Stephanie Frey to Cadiz, OH, on January 29, 2019, to attend the Area 16 Partner meeting. A county vehicle will be used for travel. Estimated expenses: \$60.00. Valarie Gardner, Judy Clovis and Kathryn Johnson to Cincinnati, OH, on March 13-15, 2019, to attend the Ohio Council on Welfare Fraud conference. A county vehicle will be used for travel. Estimated expenses: 2,305.80.

HUMAN RESOURCES-Katie Bayness to Columbus, OH, on February 3, 2019, to attend the NPELRA Academy II: The Grievance Arbitration Process. Estimated expenses: \$249.00.

SENIORS-Kay Driscoll to Moundsville, WV, on February 5, 12, 19 & 26, 2019, for a senior outing to the Four Seasons Pool. Tish Kinney to Wheeling, WV, on February 7, 2019, for a senior outing to the Wheeling Fish Market. Mary Beth Tennant to Triadelphia, WV, on February 14, 2019, for a senior outing to Cheddars Restaurant. Sue Neavin to Wheeling, WV, on February 14, 2019, for a senior outing to Wheeling Fish Market. Kay Driscoll to Cambridge, OH, on February 25, 2019, for a senior outing to Theo's Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 9, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING THE ALLOCATION OF G 50 LODGING TAX FUNDS TO BELMONT COUNTY TOURISM COUNCIL

Motion made by Commissioner Meyer, seconded by Commissioner Echemann to adopt the following:

WHEREAS, in accordance with the resolution adopted by the Belmont County Commissioners on July 6, 1983, pursuant to the Ohio Revised Code, Section 5739.09, the county has a 3 % lodging excise tax; and

WHEREAS, those funds are deposited into the G50 Lodging Excise Tax Fund which has a balance of \$871,304.14 as of as of 12/31/2018; and

WHEREAS, per the Section 3, paragraph A, of the resolution adopted by the Belmont County Commissioners on July 6, 1983, pursuant to the Ohio Revised Code, Section 5739.09, the taxes due to the township and municipal corporation for October and November 2018 are \$40.09; and

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners shall allocate \$871,264.05 to the Belmont County Tourism Council; and

BE IT FURTHER RESOLVED, once the remainder of the 2018 lodging excise taxes are collected those funds, less the amount due to the townships and municipal corporation, will be paid to the Belmont County Tourism Council.

Upon roll call the vote was as follows:

Mr. Meyer	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Dutton	<u>Yes</u>

IN THE MATTER OF ACCEPTING THE SHERIFF'S OFFICE FURTHERANCE OF JUSTICE ANNUAL REPORT FY2018

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the Belmont County Sheriff's Office Furtherance of Justice annual report for the year 2018.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF LIQUOR LICENSE FOR B & L, LLC, 1ST FLOOR & BASEMENT & PATIO

Motion made by Mr. Meyer, seconded by Mr. Echemann to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D5 liquor license, Permit No. 0346888, from Titan Food and Beverage LLC, DBA Barton Trap, 1st Floor and Basement & Patio, 70736 Main Street, Colerain Township, Barton, Ohio 43905 to B & L LLC, 1st Floor & Basement & Patio, at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF APPOINTING MICHAEL MCCORMICK TO THE BELMONT COUNTY LAW LIBRARY RESOURCES BOARD

Motion made by Mr. Meyer, seconded by Mr. Echemann to appoint Michael McCormick to the Belmont County Law Library Resource Board for a five-year term, effective immediately and ending December 31, 2023, per the Ohio Revised Code 307.511(D).

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF AWARDING BID FOR BOARD OF

**DEVELOPMENTAL DISABILITIES ROOF RENOVATIONS
ON BELCO WORKSHOP TO MURRAY SHEET METAL**

Motion by Mr. Meyer, seconded by Mr. Echemann to award the bid for the Board of Developmental Disabilities Roof Renovations on Belco Workshop to the low bidder, Murray Sheet Metal, for the alternate base bid, a cold applied roof system, in the amount of \$560,208.00, based upon the recommendation of the Belmont County Board of Developmental Disabilities.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH
POGGEMEYER DESIGN GROUP INC/WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into agreement with Poggemeyer Design Group Inc., on behalf of Belmont County Water and Sewer District, effective January 16, 2019, for engineering services for Belmont County water treatment, transmission, storage and distribution improvements, based upon the recommendation of Kelly Porter, Water and Sewer District Director. Total estimated compensation is \$3,997,485 and will be paid from the USDA grant/loan funding package.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of January 16, 2019 (“Effective Date”) between
Belmont County Commissioners, 67711 Oakview Drive, St. Clairsville, Ohio 43950 (“Owner”) and
Poggemeyer Design Group, Inc., 1168 North Main Street, Bowling Green, Ohio 43402 (“Engineer”).

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

Belmont County Water Treatment, Transmission, Storage, and Distribution Improvements

(“Project”).

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: hire Engineer for design and construction services for the USDA-RD funded water treatment, transmission distribution, and storage improvements. More specifically, the project consists of a new 6 MGD WTP (including new Raw Water Interconnection to Existing Collector Well, Collector Well Modifications, New 1 MGD Ground Level Tank, New High Service Pump Station and other modifications to the existing water treatment plant), New SR 9 Booster Station with +6 miles of 16”-24” water main replacement, some administration equipment, Expansion of maintenance building, New SCADA, New AMI Metering Reading System, with other appurtenances as required. Total construction cost estimate \$34.4 – \$36.9 M without administration building purchase.

Owner and Engineer further agree as follows:

SERVICES OF ENGINEER

Scope

Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

OWNER'S RESPONSIBILITIES

General

Owner shall have the responsibilities set forth herein and in Exhibit B.

Owner shall pay Engineer as set forth in Article 4 and Exhibit C.

Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

any development that affects the scope or time of performance of Engineer's services;

the presence at the Site of any Constituent of Concern; or

any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or

(d) Owner's performance of its responsibilities under this Agreement.

SCHEDULE FOR RENDERING SERVICES

Commencement

Engineer is authorized to begin rendering services as of the Effective Date.

Time for Completion

Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.

If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.

If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

INVOICES AND PAYMENTS

Invoices

Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided with hours with rates.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. **No interest charges will be due and payable until after 60 days of receipt.**

Payments

Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

Failure to Pay: If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:

amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and

Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

Sales or Use Taxes: If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

OPINIONS OF COST

Opinions of Probable Construction Cost

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

It is understood that the Owner and Engineer are limited to USDA-RD funding unless formally amended with USDA-RD.

Designing to Construction Cost Limit

If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

Opinions of Total Project Costs

The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

GENERAL CONSIDERATIONS

Standards of Performance

Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

Consultants: Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

Compliance with Laws and Regulations, and Policies and Procedures:

Engineer and Owner shall comply with applicable Laws and Regulations.

Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

changes after the Effective Date to Laws and Regulations;

the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

changes after the Effective Date to Owner-provided written policies or procedures.

Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.

The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.

Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.

Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.

Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

Engineer's services do not include providing legal advice or representation.

Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

Design Without Construction Phase Services (N/A)

Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05.

With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

Use of Documents

All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.

If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.

Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

Electronic Transmittals

Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall **may** jointly develop such protocols.

When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

Insurance

Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.

Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.

Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.

Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.

At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

Suspension and Termination

Suspension:

By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.

By Engineer: Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

Termination: The obligation to provide further services under this Agreement may be terminated:

For cause,

by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

by Engineer:

upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.

Engineer shall have no liability to Owner on account of such termination.

Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

Effective Date of Termination: The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

Payments Upon Termination:

In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.

In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

Controlling Law

This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

Successors, Assigns, and Beneficiaries

Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

Unless expressly provided otherwise in this Agreement:

Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

Dispute Resolution

Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.

If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

Environmental Condition of Site

Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site. **(Some conditions exist and are to be defined.)**

If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.

Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

Indemnification and Mutual Waiver

Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members,

partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**

Indemnification by Owner: Deleted.

Environmental Indemnification: Deleted.

No Defense Obligation: Deleted.

Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

Records Retention

Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

Miscellaneous Provisions

Notices: Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Waiver: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

DEFINITIONS

Defined Terms

Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.

Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.

Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

Constituent of Concern—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.

Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.

Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

Construction Contract Times—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

Consultants—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer's independent professional associates and consultants; subcontractors; or vendors.

Contractor—The entity or individual with which Owner enters into a Construction Contract.

Documents—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.

Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

Engineer—The individual or entity named as such in this Agreement.

Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

Reimbursable Expenses—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.

Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

Agency – The Rural Utilities Service of any designated representative of Rural Utilities Service, including USDA, Rural Development.

Day:

The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

EXHIBITS AND SPECIAL PROVISIONS

Exhibits Included:

Exhibit A, Engineer's Services.

Exhibit B, Owner's Responsibilities.

Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.

Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative .

Exhibit E, Notice of Acceptability of Work.

Exhibit F, Construction Cost Limit.

Exhibit G, Insurance.

Exhibit H, Dispute Resolution.

Exhibit I, Limitations of Liability (**deleted**).

Exhibit J, Special Provisions.

Exhibit K, Amendment to Owner-Engineer Agreement.

Total Agreement

This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

Designated Representatives

With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Engineer's Certifications

Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

"corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

"fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

"coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

Federal Requirements

Agency Concurrence. Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.

Audit and Access to Records. Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.

Restrictions on Lobbying. Engineer and each Consultant shall comply with "Restrictions on Lobbying" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

Suspension and Debarment. Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Belmont County Commissioners

Engineer: Poggemeyer Design Group, Inc.

By: Jerry Echemann /s/
Print name: Jerry Echemann
Title: Commissioner
By: Josh Meyer /s/
Print name: Josh Meyer
Title: Commissioner
By: J. P. Dutton /s/
Print name: J. P. Dutton
Title: Commissioner
Date Signed: 1-16-19

By: Michael Atherine /s/
Print name: Michael Atherine, P.E.
Title: Sr. Managing Principal
By: Jack A. Jones /s/
Print name: Jack A. Jones, P.E.
Title: Chairman/Sr. Managing Principal
Date Signed: 1/11/19

Engineer License or Firm's Certificate No. (if required):
02422
State of: Ohio

Address for Owner's receipt of notices:
101 West Main Street
St. Clairsville, Ohio 43950

Address for Engineer's receipt of notices:
1168 North Main Street
Bowling Green, Ohio 43402

Designated Representative (Paragraph 8.03.A):

Title: _____
Phone Number: 740-695-3144
E-Mail Address: _____

Designated Representative (Paragraph 8.03.A):
Michael Atherine
Title: Sr. Managing Principal
Phone Number: 419-352-7537
E-Mail Address: atherinem@poggemeyer.com

Approved as to Form:
David K. Liberati /s/ Assist. P.A.
County Prosecutor
Upon roll call the vote was as follows:

Mr. Meyer Yes
Mr. Echemann Yes
Mr. Dutton Yes

January 16, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the hiring of Derrick Baugh as a Utility Worker at Belmont County Water & Sewer District, effective January 7, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING PROPOSAL FROM
ERB ELECTRIC/EASTERN DIVISION COURT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the proposal from ERB Electric, in the amount of \$725.00 to provide materials and labor to install a new voicemail processor at Eastern Division Court.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING AND SIGNING THE AGREEMENT FROM
MANSELL THEAKER & SON EXCAVATING, INC/ANIMAL SHELTER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the agreement from Mansell Theaker & Son Excavating, Inc., in the amount of \$36,800.00, to install a grinder pump at the Belmont County Animal Shelter.

January 16, 2019

Mansell Theaker & Son Excavating, Inc.
53620 Farmington Road
Bridgeport, Ohio 43912
(740) 635-3134 (740) 635-4104 Fax

RECEIVED

JAN 08 2019

BELMONT COUNTY COMMISSIONERS

January 8, 2019

Mr. Jack Regis
Belmont County Animal Shelter
45244 National Road
St. Clairsville, Ohio 43950

740-232-1740

740-310-3402

jregis@belmontcountyohio.org

Ref: Grinder pump at above address

Scope of work:

Mansell Theaker & Son Excavating, Inc. will supply labor, supervision, tools, equipment, and materials to complete scope of work as specified by verbal conversations and site visit. The scope of work includes the following:

- Saw cut asphalt in front of entrance approximately 50'
- Dig and install approximately 50' of 4" Schedule 40 PVC pipe across driveway to new pump location
 - includes hauling material away from this ditch
 - includes stone backfill to asphalt base and temporary plate crossing if needed
- Dig & install 1500-gallon concrete tank with effluent filter on outlet pipe (does not include any wiring or elec. trenches)
 - includes high level alarm package
- Dig & install BK-2000 Biokinetic housing with filter (does not include any wiring or elec. trenches)
- Dig and install Duplex grinder
 - includes concrete foundation base
 - includes up to 4 pilings around grinder to protect it from traffic
 - does NOT include any risers on grinder if needed
 - does NOT include any wiring from control panel to existing building or electrical trenches (240 volts provided by others)
- Dig and install up to 200' of 1-1/2 discharge line
 - includes saw cutting asphalt at top of hill to existing manhole in center of drive
 - includes coring into manhole and sealing with hydraulic cement at opening
 - includes stone backfill on discharge pipe
 - includes new stone to coat parking area once job is complete
- Replace asphalt in crossings

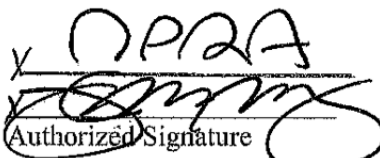

Total Estimate \$36,800.00

- *Price subject to change after 30 days from estimate date.
- *Price does not include any return trips to grade yard once rough grade has been done.
- *Seeding and strawing will be extra. Some settling will occur.
- *If rock is found and can not be removed by equipment on site, there will be another charge.
- *Price based on no other utilities in way of excavation.
- *We warranty all installations for up to 1 year after install.
- *Job is assumed all components are outside of traffic areas and are not priced with traffic ratings.

By signing this agreement, you are agreeing on paying balance in full upon completion of job. If invoice is not paid within 30 days of invoice date, 2% late fees do apply. Job to be scheduled once estimate is signed and returned.

Sincerely,

Richard M. Theaker, Owner
M. Theaker & Son Excavating



 Authorized Signature
 1-16-19

**Scanned & emailed to Dick Root 1/16/19.*

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF AUTHORIZING SHERIFF DAVID LUCAS TO HIRE JEFFREY A. STANKUNAS, ESQ. OF ISAAC WILES TO REPRESENT SHERIFF'S DEPARTMENT ON A PERSONNEL MATTER

Motion made by Mr. Meyer, seconded by Mr. Echemann to authorize Sheriff David Lucas to hire Jeffrey A. Stankunas, Esq., of Isaac Wiles, to represent the sheriff's department on a personnel matter.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

RECESS

9:30 Agenda Item: Public Hearing-Road Improvement 1172

**IN THE MATTER OF CONTINUED PUBLIC HEARING
FOR ROAD IMPROVEMENT 1172**

RE: VACATION OF A PORTION HACKELBURNEY ROAD (T-52)

Present: Terry Lively, Belmont County Engineer, Will Eddy, Drafting Technician II, Wayne Township Trustee William Davis, Michele and Marvin Steed, Petitioners and Craig Wilson, Attorney for Petitioners.

Mr. Eddy said, "This is a re-visitation; an extension was given to give the petitioner time to get turnaround and right-of-way issues taken care of. Due to they are still working on it, the Engineer's recommendation is to not close the road until the turnaround and right-of-way have been completed. Once done, they can resubmit the petition and normal process can be followed." Attorney Craig Wilson representing the Steed's said they are seeking a vacation of a road solely on the Steed's property, it doesn't impact anybody else. They are asking for a vacation pursuant to ORC 5553.042 which is where the road has been abandoned and not used for 21 years. He doesn't believe there is any contention that it has not been used for 21 years. He said the road slipped away in the late 1960's and hasn't been maintained since then. Mr. Wilson said, "Dr. Steed acquired the property around 1968 from his parents. High tension wires went through, the road slipped away then and that's when this all started. Since the slip there has been no repair of the road, no maintenance of the road, nothing like that." In the late 1990's the Steed's installed a gate at the entrance of their property and has been closed for at least 28 years. Mr. Wilson said, "Nothing has ever been said, the township continued to maintain the road up to the gate and turnaround and go back out. Starting in June 2018 the petition process was started and viewing took place on November 28th." He said at the viewing they were informed by the Engineer's office that a turnaround would now be required, up until then nothing was indicated it would be a necessary part of this process. He said he requested some information on the turnaround and what it would need to look like. Originally they were told it would need to look like a cul-de-sac turnaround because that's what the current regulations are. He asked where they could find one to view, but none exist on township roads. He added the Steed's are not opposed to a turnaround and are trying to work with the township to get that accomplished. He said what is now proposed is a hammerhead turnaround. Mr. Wilson said, "The current township road is about 16 feet wide; the hammerhead turnaround is going to be 60 feet, 30 feet from centerline of road on each side. None exist in the county. It has never been required before that a landowner needs to install this turnaround." Mr. Wilson said the ORC 5553.042 says they are required to file a petition and have a formal proceeding and if the road has not been maintained or used for 21 years then the board may vacate the road and give the fee interest back to the land owner. He said their concerns are they are getting asked to do something nobody else has been asked to do. "In the last 28 years the township has turned around in the same place and that is the place they are suggesting the township continues to turn around and the Steed's will accommodate that. The landowner, whose property that is on, is willing to accommodate that. Instead they are being told by the county the township needs to pick the location and being told by the township the county is picking the location," said Mr. Wilson. He said they asked for an extension and were not granted one. Mr. Wilson said he has also heard one of the other reasons there may be some objections to this vacation is the existing utility company, but they have an easement across Steed's property for power to their house. He added, "When you look at the statute it says any vacation is subject to existing utility easements and their right for egress and ingress." The Steed's said the question is where to put the turnaround. Mr. Wilson said they are requesting the board issue a resolution to vacate the road; they will accommodate a turnaround once they are told where it needs to be. He said he doesn't think there is anything in the statute that says it requires a turnaround so he thinks the board has the authority to vacate the road without it. Bill Davis, Wayne Township Trustee, said all the information presented was not factual. He said the road has been maintained to where the Steed's built their house. For several years they would go through the gate and turn at the barn; after the gate was put up they couldn't get to it so they started turning in another property owner's driveway. The township wants the turnaround to be where the road stops. He said all they want is a place that is dedicated and surveyed off and called a turnaround. Mr. Lively said he suggested the owners and township meet and agree to where the turnaround needs to be placed. He agrees with the township that wherever the turnaround is they do not need to maintain beyond that. He added that depending on where this turnaround is located it may involve another property owner. He said the right-of-way for the turnaround needs to be laid out, surveyed, dedicated as right-of-way so there is no question the township has the right and ability to go in there and maintain the turnaround without getting on someone's property. Mr. Lively said he doesn't see any reason this can't be done, the point of the road view in November was to identify these problems when they saw them and brought them to the Steed's attention at that time. Dr. Steed said the township road will end at their property. He called Mr. Davis to ask him if there was a natural turnaround that used to be on a property with barns and houses on it 40 years ago with a driveway off of the road. The area is 65 yards from the end of the road. He said that 65 yards would not need to be maintained if that turnaround was utilized and there is no bank on either side so it wouldn't take a lot of grading. Mr. Steed said Mr. Detling, the property owner, is in agreement because there used to be a turnaround there. Dr. Steed said Mr. Davis thought the county would not approve that because they wanted it at the end of the road. At the end of the road there is a 4 foot bank that would require excavation and moving things out. Dr. Steed said if the turnaround needs to be at the end of the road they can cut stone into the ground to mark where the turnaround is. Mr. Davis said he doesn't think the township ever said the county wouldn't approve it; their truck driver probably wouldn't approve it. He said his only concern is there is an established turnaround. Mrs. Steed said during the 70's and 80's there was an old farm gate across the road. The township didn't come back through the gate, they turned around where the Steed's are requesting they turnaround now. Mr. Lively said there needs to be a turnaround at the end of an active road. The turnaround needs to be a dedicated right-of-way before the road is vacated. He said if the turnaround is going to be on the Detling's property there needs to be an agreement with them. Mr. Meyer said he didn't get to go to the viewing and would like to hold on a decision for two weeks until he views the area. There were no objections. Mr. Meyer said we will revisit the issue in 2 weeks.

**REPORT OF COUNTY ENGINEER
OHIO REV. CODE, SEC. 5553.06
ROAD IMP #1172
DATE: January 15, 2019**

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

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

The undersigned, in obedience to your order, dated **November 28, 2018**

proceeded on **January 16, 2019** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should **not** be granted.

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

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

"See Attached Plat"

I am recommending to not close the road due to the need for turnarounds which have not been constructed at this time.

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 HACKELBURNEY RD. (T-52) _____]
WAYNE TWP. SEC. 27 & 33, T-6, R-5/RD IMP 1172]
HEARING CONTINUED _____]**

[BEL. CO. COMMISSIONERS
[COURT HOUSE
[ST. CLAIRSVILLE, OH 43950
[DATE January 16, 2019

January 16, 2019

NOTICE OF PUBLIC ROAD HEARING
CONTINUED

Revised Code Sec. 5553.05

To Krista West, F.O., Wayne Township Trustees, 56965 Stumptown Rd., Jerusalem, OH 43747, and the owner(s) of property abutting road petitioned for vacation.

You are hereby notified that the Board of Commissioners has fixed **the 30th day of January, 2019 at 10:00** o'clock A.M., at the office of the Commissioners, in the Court House, St. Clairsville, Ohio, as the place for the **continued** hearing on the above stated matter.

If you have any objections, you or your agent should appear at this hearing matter.

By order of the Belmont County Commissioners.

Jayne Long /s/

Clerk of the Board

Mail by certified return receipt requested.

cc: Wayne Township Trustees

Gene Wells, ODNR

Adjacent Property Owners

9:45 Barb Ballint, Exec. Director, Belmont County Tourism Council, Inc.

Re: Quarterly Tourism Report

IN THE MATTER OF QUARTERLY TOURISM REPORT
FOR OCTOBER, NOVEMBER AND DECEMBER, 2018

Mrs. Ballint presented her report for the months of October, November and December, 2018. Mrs. Ballint said the Tourism office has been working with several groups in the planning of an informational meeting with speakers discussing the possible effects of the PTT Ethane Cracker Plant. She said Belmont County continues to see an increase in the lodging tax receipts.

DISCUSSION HELD:

Katie Bayness, HR Administrator, presented a resignation of a Senior Services of Belmont County employee for personal reasons.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF
DAVID DOUGHERTY, PART-TIME DRIVER/SOBC

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the resignation of David Dougherty, Part-Time Driver at Senior Services of Belmont County, effective January 16, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:18 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, 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. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:47 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:47 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:48 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of public employees.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:44 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:44 a.m.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

BREAK-Will return to executive session

IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:04 P. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation of public employees.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

January 16, 2019

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 12:53 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 12:53 p.m.
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

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

January 16, 2019

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:54 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:54 p.m.
Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

Read, approved and signed this 23rd day of January, 2019.

Josh Meyer /s/ _____

J. P. Dutton /s/ _____ COUNTY COMMISSIONERS

Jerry Echemann /s/ _____

We, Josh Meyer 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.

Josh Meyer /s/ _____ PRESIDENT

Jayne Long /s/ _____ CLERK