

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 \$7,180,324.52

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers within fund for the following funds:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A09.000 Medical	E-0131-A006-A08.000 Food	\$50,000.00

S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S39.000 Food	E-0910-S033-S40.000 Medical	\$10,000.00

S70 BEL. CO. SENIOR PROGRAMS/SSOBC

FROM	TO	AMOUNT
E-5005-S070-S05.011 Contract Services	E-5005-S070-S22.006 Dental, Vision, Life	\$1,000.00

W80 PROSECUTOR-VICTIM ASSISTANCE PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P04.000 Other Expenses	\$264.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the following transfers between funds as follows:

T10 WATER & SEWER GUARANTEE DEPOSIT AND OTHER VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$1,575.14
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$836.36

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR MARCH & APRIL 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for Hospitalization Chargebacks for March and April, 2019.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,284.76
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	15,202.44
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	39,536.70
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	14,080.08
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,958.84
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,479.42
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	4,438.26
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	9,284.76
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	561.18
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	2,958.84
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	492.13
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	8,876.52
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	123,403.04

E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	173,329.76
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	16,914.42
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,958.84
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	0.00
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	51,525.00
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	15,916.56
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	3,846.50
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	97,540.56
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	9,845.94
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	2,958.84
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,958.84
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,958.84
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	34,434.90
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,122.36
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	55,381.72
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	17,263.40
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	13,391.38
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	147.94
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	0.00
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,550.60
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,958.84
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	612.18
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	1,479.42
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	668.30
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	5,856.50
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	443.82
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	0.00
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,122.36
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	1,122.36
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	5,917.68

TOTALS 758,784.83

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: SENIORS-Sue Neavin to Amish Country on May 23, 2019, for a senior outing. A county vehicle 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 March 27, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION OF
A PORTION OF AN UNNAMED ALLEY
LOCATED IN FATHERMAC ADDITION
COLERAIN TWP. SEC. 31, T-7, R-3/RD IMP 1173**

**Office of County Commissioners
Belmont County, Ohio**

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 3rd day of April, 2019, at the office of the Commissioners with the following members present:

- Mr. Meyer
- Mr. Echemann
- Mr. Dutton

**RESOLUTION – ORDER TO CLOSE ROAD
Sec. 5553.10 O.R.C.**

Mr. Meyer moved the adoption of the following Resolution:
WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of March 20, 2019, and a copy of this resolution be forwarded to the Colerain Township Trustees.

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

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

Adopted the 3rd day of April, 2019.

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

1. "locating," establishing,"altering,"widening," straightening," vacating" or "changing the direction of."

**IN THE MATTER OF ADVERTISING FOR BID FOR ENGINEER'S
PROJECT 19-2 2019 CHIP SEAL PROGRAM**

Motion made by Mr. Meyer, seconded by Mr. Echemann to advertise for bids for the Belmont County Engineer's **Project 19-2 2019 Chip Seal Program**, based upon the recommendation of Terry Lively, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**NOTICE TO BIDDERS
BELMONT COUNTY COMMISSIONERS
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioner's Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until **9:45 A.M. (Local Time), Wednesday, April 24, 2019** for furnishing all services, labor, materials and equipment for Belmont County Engineer's **PROJECT #19-2: 2019 Chip Seal Program**, then at said office publicly opened and read aloud. This project consists of applying dust suppressants to repaired areas and preparing and applying a single chip seal on approximately 14 miles of County Roads.

Copies of specifications and bid forms may be obtained at the Commissioners' office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday thru Friday.

A bid guaranty shall be provided with the bid in accordance with Section 153.54 of the Ohio Revised Code as follows:

A bid guaranty shall be provided with the bid in accordance with Section 153.54(B) O.R.C. for the full amount of the bid, or certified check, cashier's check or letter of credit in accordance with Section 153.54(C) O.R.C. in an amount equal to 10% of the bid. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder shall be pre-qualified by the Ohio Department of Transportation at the time of the bid opening and shall submit certification of said approval and pre-qualifications with bid.

The owner intends and requires that this project be completed by August 23, 2019.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services and labor in the implementation of their project. Additionally, contractor compliance with the equal employment opportunity requirements of the Ohio Administrative Code Chapter 123, the Governor's Executive Order of 1972 and the Governor's Executive Order 84-9 shall be required.

Bidders must comply with the prevailing wage rates on Public Improvements in Belmont County, Ohio, as determined by the Ohio Bureau of Employment Services, Wage and Hour Division, (614) 644-2239. Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein.

The Belmont County Commissioners reserve the right to reject any and all bids, to waive any informalities in the bids received, and to accept any bid or combination of bids which is deemed most favorable to the County at the time and under the conditions stipulated. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The bid package contains a Plan and Equipment Questionnaire designed to gather certain information that may be considered in this regard. No single factor will control the Board's decision to award, and the Board reserves the right to exercise its full discretion.

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

Times Leader Advertisement: Two (2) Mondays, April 8, 2019 and April 15, 2019.

Upon roll call the vote was as follows:

- | | |
|--------------|-----|
| Mr. Meyer | Yes |
| Mr. Echemann | Yes |
| Mr. Dutton | Yes |

**IN THE MATTER OF RESOLUTION AUTHORIZING PARTICIPATION
IN ODOT ROAD SALT CONTRACT/ENGINEER'S**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the resolution authorizing the Belmont County Engineer to participate in the ODOT Road Salt Contracts Awarded in 2019.

**RESOLUTION AUTHORIZING PARTICIPATION
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2019**

WHEREAS, the **BELMONT COUNTY BOARD OF COMMISSIONERS** (hereinafter referred to as the "Political Subdivision") hereby submits this written agreement to participate in the Ohio Department of Transportation's (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

- a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and
- b. The Political Subdivision hereby acknowledges that upon the Director of ODOT's signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees to hold the Department of Transportation harmless for any claims, actions, expenses, or other damages arising out of the Political Subdivision's participation in the road salt contract; and
 d. The Political Subdivision's electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and
 e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its above-requested salt quantities from its awarded salt supplier during the contract's effective period; and
 f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and
 g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than **Friday, April 19 by 12:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: Contracts.Purchasing@dot.ohio.gov by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision's participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision's participation agreement and/or a Political Subdivision's request to rescind its participation agreement.
NOW, THEREFORE, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

Josh Meyer /s/ (Authorized Signature) 4-3-19 Approval Date
J. P. Dutton /s/ (Authorized Signature) 4-3-19 Approval Date
Jerry Echemann /s/ (Authorized Signature) 4-3-19 Approval Date
 _____ (Authorized Signature) _____ Approval Date
 _____ (Authorized Signature) _____ Approval Date

THIS RESOLUTION MUST BE UPLOADED TO THE WINTER SALT PARTICIPATION WEBSITE BY NO LATER THAN FRIDAY, APRIL 19, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING ACCESS AGREEMENT WITH XTO ENERGY, INC/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Access Agreement granting XTO Energy, Inc. a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line on CR 4 (Hawthorne Hill Road).

Access Agreement

Know all men by these presents, that The Belmont County Commissioners, a political subdivision, whose mailing address is 101 West Main Street, Courthouse, St. Clairsville, Ohio 43950, hereby grants to XTO Energy Inc., whose address is 190 Thorn Hill Rd, Warrendale, PA 15086, it's successors and assigns, a temporary right of ingress and egress for the installation and maintenance of a temporary above-ground water line. Said Waterline will be installed from XTO Kaldor Impoundment and travel East to XTO Wassman Well Pad. Water line routing near CR-4 Hawthorne Hill Rd. is shown on attached map Exhibit "A". County Roads to be utilized strictly for this installation will be CR-4 Hawthorne Hill Rd. from the intersection with SR-147 traveling South to the Temporary Waterline Access Point (approximately 0.40 miles). This temporary access starts April 25, 2019 shall expire twelve (12) months thereafter.

It is understood and agreed that throughout the term of this agreement, at any time that the Grantee, its successors or assigns, intends to bore beneath any portion of CR 4 Hawthorn Hill Road Rd, in order to install or maintain the water line, Grantee, its successors and assigns, shall notify the Belmont County Engineer's Office at least twenty-four (24) hours in advance. At all times any work is to be performed on the installation and/or maintenance of said water line, the Grantee, its successor and assigns, shall be responsible for proper traffic control measures in accordance with the Ohio Manual of Uniform Traffic Control Devices and shall install and maintain said temporary water line in accordance with the directions and guidelines provided to Grantee by the Belmont County Engineer's Office at all times.

Grantee, its successors and assigns, shall be responsible for repairing any damage to the roadway caused by the installation or maintenance of said water line, or caused by a break in the water line. If Grantee, its successors, and assigns, fails to make the necessary repairs in a timely manner, Grantor shall have the right to repair the road and charge Grantee, its successors and assigns, the actual cost of said repairs. Grantee, its successors and assigns, shall be responsible for any collection of costs incurred by Grantor in collecting for those repairs, including any court costs or attorney's fees.

Grantee shall protect, save, indemnify, and hold Grantor, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from installation and maintenance of a temporary above-ground water line whatsoever.

Grantee shall furnish Grantor with a twenty four (24) hour emergency contact name and number for the authorized local representative of the Grantee. Grantee shall secure any required easements, rights-of-way or other rights necessary to access and operate through and across those properties adjacent to the above described roadway and from the underlying owners of the fee interest in the roadway, along the route of the temporary above-ground water line.

This agreement specifically covers all necessary trucks, trailers and equipment necessary for the provision, installation and operation of above ground temporary water lines in the direct area served by the county roads as named above.

Grantee shall maintain liability insurance covering the installation and operation of the temporary above ground water line and Grantee's use of the easement and right-of-way. Such insurance shall be endorsed to name Grantor as additional insured. Grantee shall provide Grantor with a copy of a certificate of insurance upon request by Grantor. Grantee reserves the right to self-insure and to provide Grantor a certificate of such upon request.

Executed this 3rd day of April, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TIME AND PLACE FOR ENGINEER'S ANNUAL MEETING OF COUNTY AND TOWNSHIP AUTHORITIES

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the time and place for the Belmont County Engineer's Annual Meeting of County and Township Authorities per ORC 5543.06 as follows:

Date: Thursday, April 25, 2019

Time: 6:00 p.m.

April 3, 2019

Place: County Garage – Roscoe Road
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE MODIFICATION TO THE YOUTH SERVICES CONTRACT BETWEEN DEPT. OF JOB & FAMILY SERVICES AND COMMUNITY ACTION COMMISSION

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the modification to the Youth Services Contract entered into on June 27, 2018, between Belmont County Department of Job & Family Services and the Community Action Commission of Belmont County to increase the maximum contract amount from \$369,163.00 to \$429,163.00, effective April 3, 2019 through June 30, 2019.

Note: This is due to the increase in the number of youth being served.

**Modification to the CCMEP TANF/Workforce Investment and Opportunity Act (WIOA)
Youth Services Contract**

**For
Program Year 2018 (July 1, 2018 – June 30, 2019)**

Purchaser: Belmont County Department of Job and Family Services
310 Fox-Shannon Place
St. Clairsville OH 43950

Contractor: Community Action Commission of Belmont County
153 ½ West Main Street
St. Clairsville OH 43950

This contract modification is from April 3, 2019 through June 30, 2019. The purpose of this modification is to increase the Work Experience funding to allow the participants to complete their hours. The total funding increase may not exceed **\$25,000.00** in CCMEP TANF funding and **\$35,000.00** in CCMEP WIOA funding. This contract modification increases the original contract funding level from \$369,163.00 to \$429,163.00. All original terms and conditions of this contract remain in effect.

Signatures:

Vince Gianangeli /s/ 3-25-19
Vince Gianangeli, Director Date

Alaire Mancz /s/ 4/1/19
Alaire Mancz, Director Date

Josh Meyer /s/ 4/3/19
Josh Meyer, President Date

Jerry Echemann /s/ 4-3-19
Jerry Echemann, Vice-President Date

J. P. Dutton /s/ 4/3/19
J. P. Dutton, Commissioner Date

David K. Liberati /s/ Assist P.A. 4-1-19
Belmont County Prosecutor Date

David K. Liberati /s/ Assist P.A. 4-1-19
Belmont County Prosecutor Date

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Belmont County Prosecutor Date

David K. Liberati /s/ Assist P.A. 4-1-19
Belmont County Prosecutor Date

David K. Liberati /s/ Assist P.A. 4-1-19
Belmont County Prosecutor Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACTS WITH VARIOUS PROVIDERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into Emergency Medical Service Contracts, pursuant to ORC 307.05, with the following twenty-one providers for a one-year term beginning April 9, 2019. The following shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$6,800.00 each:

- Barnesville Fire & EMS
- Barton Volunteer Fire Department
- Beallsville Emergency Medical Service
- Belmont Volunteer Fire Department
- Bethesda Volunteer Fire Department
- Bridgeport Volunteer Fire Department
- Brookside Volunteer Fire Department
- Colerain Volunteer Fire Company
- The Flushing Volunteer Fire Department, Inc.
- Holloway Volunteer Fire Department
- Lafferty Volunteer Fire Department, Inc.
- Martins Ferry Fire & Emergency Squad
- The Neff Volunteer Fire Department
- OR&W Fire District (Shadyside and Mead Twp.)
- Powhatan Emergency Squad
- The Smith Township Volunteer Fire Company
- Somerton Volunteer Fire Company
- The Spirit of '76 Volunteer Fire Department
- Sunset Heights Volunteer Fire Department
- Wolfhurst Central Volunteer Fire Department
- Yorkville Volunteer Fire Department

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 9th day of April, 2019, by and between the Belmont County Board of Commissioners, hereinafter referred to as the County, and the see above list, hereinafter referred to as the Provider, who is a county, township, municipal corporation, non-profit corporation, joint emergency medical services district or fire and ambulance district located within the State of Ohio.

WHEREAS, pursuant to ORC 307.05, the Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- 1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).

- 2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
 - 3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
 - 4) The Provider shall furnish emergency medical services to the residents of Belmont County within their general jurisdiction and locale.
 - 5) The Provider shall receive a single payment of \$6,800.00 from the County for the provision of emergency medical services to the residents of Belmont County within its general jurisdiction during the contract period.
 - 6) The Provider shall, throughout the duration of this contract, maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
 - 7) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
 - 8) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.
- This contract shall be in full force and effect from the date of signing for one year unless sooner terminated by the terms hereof.

BELMONT COUNTY COMMISSIONERS (SEE ABOVE LIST OF ENTITIES)

Josh Meyer /s/ _____
Jerry Echemann /s/ _____
J. P. Dutton /s/ _____

APPROVED AS TO FORM:

By David K. Liberati /s/ _____
 Title David K. Liberati, Belmont County _____
Assistant Prosecuting Attorney _____

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO EMERGENCY MEDICAL SERVICE CONTRACT WITH CUMBERLAND TRAIL FIRE DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into Emergency Medical Service Contract, pursuant to ORC 307.05, with Cumberland Trail Fire District for a one-year term beginning April 9, 2019. Cumberland Trail Fire District shall provide emergency medical services to the residents of Belmont County within their general jurisdiction and locale, and for services rendered shall be paid by the County the sum of \$7,500.00.

EMERGENCY MEDICAL SERVICES CONTRACT

This contract is made and entered into this 9th day of April, 2019, by and between the Board of County Commissioners, Belmont County, Ohio, hereinafter referred to as "County", and Cumberland Trail Fire District, hereinafter referred to as "Provider".

WHEREAS, PURSUANT TO ORC 307.05, Board of County Commissioners may enter into a contract with one or more entities to furnish or obtain emergency medical services for the residents of Belmont County, Ohio;

NOW, THEREFORE, IT IS HEREIN AGREED by and between the parties as follows:

- (1) The Provider is an emergency medical service organization as defined in ORC 4765.01(H).
- (2) The Provider is not a public agency or non-profit corporation that receives more than half of its operating funds from governmental entities with the intention of directly competing with the operation of other ambulance service organizations, non-emergency patient transport services, or emergency medical service organizations in the county.
- (3) The Provider is an independent operator working and operating under its own direction and control and using its own facilities, equipment, and personnel, and is in no manner controlled by the County.
- (4) The Provider shall furnish emergency medical services to the residents of Belmont County within its general jurisdiction and locale.
- (5) The Provider shall provide emergency medical services and non-emergency transport services to inmates of the Belmont County Jail.
- (6) The Provider shall receive as a base payment from County the sum of \$7,500.00. This payment shall cover 100% of the cost of providing emergency medical services to the residents of Belmont County, Ohio, and 50 total responses (emergency and non-emergency transports) to the Belmont County Jail. In the event that Provider is required to respond to more than 50 calls to the Belmont County Jail during the contract period, Provider shall bill County, and County shall pay for such service at the then established Medicaid rate.
- (7) The Provider shall, throughout the duration of this contract maintain coverage through the Ohio Bureau of Workers' Compensation and shall submit a current certificate of BWC coverage to the County upon the execution of this contract.
- (8) The Provider shall keep in effect, at its sole expense, automobile insurance and commercial general liability insurance for bodily injury and property damage arising out of this contract. The Provider shall carry liability limits not less than \$1,000,000 per occurrence and will name the County as an additional insured. The Provider shall submit proof of coverage to the County upon the execution of this contract.
- (9) The Provider shall indemnify and hold harmless the County, its elected officials, agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses and any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Provider, any person directly or indirectly employed by the Provider or any person for whose acts they may be liable. The Provider further agrees to defend the County, its elected officials, agents and employees in any lawsuit, arbitration or other legal proceeding seeking recovery as a result of any accident or incident arising out of or in any way connected with this contract.

This contract shall be in full force and effect from the date of signing for one (1) year.

BOARD OF COUNTY COMMISSIONERS	CUMBERLAND TRAIL FIRE DISTRICT
BELMONT COUNTY, OHIO	
<u>J. P. Dutton /s/</u> _____	_____
J.P. Dutton	
<u>Jerry Echemann /s/</u> _____	_____
Jerry Echemann	
<u>Josh Meyer /s/</u> _____	_____
Josh Meyer	

APPROVED AS TO FORM:

By David K. Liberati /s/ _____
 Title: David K. Liberati, Belmont County _____
 Assistant Prosecuting Attorney

April 3, 2019

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 1 FROM
BEDWAY DEVELOPMENT CORPORATION/BUILDING RENOVATION PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Pay Request Number 1 (through 3/31/19) from Bedway Development Corporation, in the amount of \$262,555.20 for the Belmont County Building Renovation project.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM
BLUE J DESIGN COMPANY/COUNTY SEAL**

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the proposal from Blue J Design Company in the amount of \$699.00 to create a usable, digitized version of the county seal and a version with a translucent background using the EPS file supplied by the county.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE STANDBY
GENERATOR PREVENTATIVE MAINTENANCE
AGREEMENTS WITH ERB ELECTRIC COMPANY FOR
COURTHOUSE AND 911 GENERATORS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the annual Standby Generator Preventative Maintenance Agreements with Erb Electric Company effective March 20, 2019 through March 19, 2020, for the Belmont County Courthouse and Belmont County 9-1-1 generators as follows:

- Courthouse Generator Make/Model: Generac QTO36 in the amount of \$350.00 per year.
- 9-1-1 Generators-Make/Model: Generac QTO36 in the amount of \$2,100.00 per year (4 generators at \$525 each).

Upon roll call the vote was as follows:

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

Mr. Dutton said the fire department contracts' funding is from the General Fund and they are fortunate to be able to do it, just wishes it could be more.

RECESS

9:30 Vince Gianangeli, Director, Belmont County Department of Job and Family Services

Re: Child Abuse Prevention Month Proclamation

Present for the Child Abuse Prevention proclamation was: Vince Gianangeli, Director and DJFS staff members Trina Palmer, Melissa Freeman, Jack Regis, Jr., Nikki Couch, Jennifer Fietz, Christine Parker and Jessica Hartley from Harmony House.

Mr. Gianangeli said there is an increase in number of children in care due to the opioid crisis.

***Proclamation
Recognizing
"CHILD ABUSE PREVENTION MONTH"***

WHEREAS, Belmont County recognizes each April as Child Abuse Prevention Month; and
WHEREAS, Child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and
WHEREAS, we must work together to increase awareness about child abuse and continue to dedicate to raise children in a safe, secure and loving environment where they can thrive and learn to be responsible citizens; and
WHEREAS, through strengthening the family and community, Belmont County residents are making positive differences in the lives of our children that will ultimately result in a brighter future for our county; and
WHEREAS, effective child abuse prevention activities succeed because of the meaningful connections and partnerships created between children services, education, health, community and faith-based organizations, businesses and law enforcement agencies; and
WHEREAS, over 1,000 children were served in Belmont County in 2018 as a result of reports from concerned community members; and
WHEREAS, The Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services support and promote the partnership between the State of Ohio, county and local, public and private agencies and our community to prevent child abuse and neglect; and
WHEREAS, Belmont County residents celebrate children, this county's GREATEST resource and the community leaders of tomorrow.
NOW, THEREFORE, BE IT RESOLVED, the Board of Belmont County Commissioners does hereby designate APRIL 2019 as "CHILD ABUSE PREVENTION MONTH" throughout the County of Belmont.
Adopted this 3rd day of April, 2019.

BELMONT COUNTY COMMISSIONERS

Josh Meyer /s/

Jerry Echemann /s/

J. P. Dutton /s/

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 10:10 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 and discipline of public employees and 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

April 3, 2019

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:31 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:31 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-

**IN THE MATTER OF APPROVING THE MAINTENANCE
MANAGER JOB DESCRIPTION FOR WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the Maintenance Manager job description for Belmont County Water and Sewer District and approve the position to have the same pay scale as the Assistant Distribution Manager, effective April 3, 2019.

Belmont County Water and Sewer District
Position: Maintenance Manager
Hourly Wage: See Pay Scale

Department: Distribution
Supervisor: Distribution Manager
Job Duties:

Manages and supervises all assigned employees (e.g., schedules and assigns tasks; interviews job applicants; recommends the hiring of job applicants; evaluates performance; receives and adjusts grievances or employee complaints; recommends the approval of leave requests, etc.) In conjunction with Distribution Manager oversees preventative maintenance projects handled by maintenance staff in water facility, pumping stations, and equipment (e.g., notes needed repairs, creates supplies/parts lists; assist with development of maintenance schedule; prioritizes daily work load and schedules repair and preventative maintenance work; supervises performance of scheduled preventative maintenance; may assist with specialized repair work; assigns employees; reviews work performed).

Maintains a safe and secure work environment.

Oversees the maintenance of equipment and various infrastructure throughout the distribution system to include pumps, motors, altitude valves, pressure regulating valves, electrical equipment, chlorination systems, pump station operation, automatic control valves (pressure relief valve, pump control valve), pressure reducing valves, altitude valves, pumps and motors.

Maintains basic knowledge of electrical equipment and SCADA system.

Assists with performance of advanced welding, cutting, fabrication.

Supervises maintenance of vehicles including but not limited to: Gasoline and diesel diagnostic checks, all types of repairs, tune-ups, exhaust work, brake jobs, electrical work, lube, filters, and hydraulic repair.

Supervises maintenance and repair of lawn mowers, tractors, weed eaters, saws, pumps, and generators.

Trains maintenance staff on all aspects of equipment, machinery, apparatus repair related to water plant and distribution system.

Additional Job Duties:

May be needed to assist other members of the Distribution Department. May perform portions of the work of higher classified positions occasionally as assigned.

Major Work Characteristics:

Essential employee with mandatory overtime. Schedule and manage maintenance crews. Generate requisitions, manage inventory, maintenance budget and records. Ability to carry out detailed written and/or oral instructions. Read short sentences and understand advanced vocabulary. Knowledge of safe work practices and procedures involving the use of hand and/or power tools. Demonstrate dexterity and skillful use of hands. Recognizes safety warnings. Stand, walk, or bend continuously.

Physical Requirements:

See Belmont County Water and Sewer District Functional Job Analysis by Working Options.

Minimum Qualifications:

High School Education, valid driver's license and Class A-CDL. Three years' experience as a mechanic. Three years' experience in Water Distribution. May be required to obtain additional certifications as assigned.

Unusual Work Conditions:

Will be exposed to grease and oil. May be exposed to various extreme weather conditions such as heat, sun, rain, cold, snow. May work evenings. May be exposed to general outside hazards such as poison ivy or oak. Exposed to potentially dangerous power equipment such as electric drill, saws, grinders, tapping machines, cutting and welding equipment.

Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF THE VACATION OF
A PORTION OF ELK STREET
PULTNEY TWP. SEC. 27, T-2, R-2/RD IMP 1174**

**Office of County Commissioners
Belmont County, Ohio**

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

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 3rd day of April, 2019, at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Echemann
Mr. Dutton

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, On the 3rd day of April, 2019, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be

April 3, 2019

discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **17th** day of **April, 2019** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted April 3, 2019

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

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:41 P. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 1:41 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 10th day of April, 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