

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 \$515,904.70

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-0021-A002-E02.002 Employee Salaries	E-0021-A002-E09.003 PERS	\$21,000.00
E-0051-A001-A03.010 Supplies	E-0051-A001-A20.012 Equipment	\$2,400.00
E-0131-A006-A03.002 Jail Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$32,120.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S67.004 Workers Comp	\$8,011.45

S79 CERTIFICATE OF TITLE ADMIN/CLERK OF COURTS

FROM	TO	AMOUNT
E-6010-S079-S10.074 Transfers Out	E-6010-S079-S03.010 Supplies	\$100,000.00

W80 PROSECUTOR-VICTIM ASSISTANCE PROGRAM

FROM	TO	AMOUNT
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P02.010 Supplies	\$1,200.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	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-0257-A017-A00.000 Contingencies	E-0051-A001-A28.000 Other Expenses	\$25,000.00

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Meyer	Yes
Mr. Echemann	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-David Badia and Karie Hunkler to Fairfield County on May 23, 2019, to attend Attorney Networking. A county vehicle will be used for travel. Estimated expenses: \$30.00. Michael Schlantz to Cadiz, OH, on May 31, 2019, to attend the Workforce Board meeting. A county vehicle will be used for travel. Estimated expenses: \$15.00.

PORT AUTHORITY-Sherri Butler along with OMEGA staff members Jeannette Wierzbicki, Lisa Duvall and Alan Knapp to Sherrard, WV, on May 16, 2019, to view the Mobile Oilfield Learning Unit (MOLO). A county vehicle will be used for travel.

SENIORS-Denise Starr to Beallsville, OH, on June 13, 2019, for a senior outing to Beallsville Diner. Jennifer Wiggins to Sugarcreek, OH, on June 13, 2019, for a senior outing. 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 May 8, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY FOR THE PURPOSE OF THANKING THE GOVERNOR AND THE OHIO HOUSE OF REPRESENTATIVES FOR THEIR SUPPORT OF

STATE INDIGENT DEFENSE REIMBURSEMENT AND CALLING ON THE OHIO SENATE TO CONTINUE THIS SUPPORT IN THE STATE BUDGET BILL.

On this 15th day of May 2019, the Board of County Commissioners of Belmont County, Ohio, met in regular session with the following members present:

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

Mr. Meyer moved to adopt the following resolution:

WHEREAS, Ohio counties have experienced a collective \$351 million annual revenue loss due to reductions in the Local Government Fund, Medicaid Managed Care sales tax elimination, and tangible personal property tax; and

WHEREAS, Ohio counties are anticipating a \$50 million collective sales tax revenue loss by State Fiscal Year 2021 due to the implementation of the prescription eyewear sales tax exemption and the expiration of Ohio's grandfather clause to the federal Internet Tax Freedom Act of 1998; and

WHEREAS, county budgets have been strained for decades by the state passing down to counties its constitutionally-mandated requirement under the U.S. Supreme Court decision *Gideon v. Wainright (1963)* that the state provide legal counsel to indigent defendants; and

WHEREAS, the state reimbursement rate to counties for indigent defense costs has only averaged 35 percent from SFY 07 to SFY 16, leaving counties to collectively spend tens of millions in county general revenue funds to fulfill this state mandate; and

WHEREAS, Governor Mike DeWine provided counties an additional \$60 million each fiscal year of his introduced state budget to provide counties with much needed budgetary relief of this state mandate; and

WHEREAS, the Ohio House of Representatives provided an additional \$35 million in SFY 21 to the state budget bill to reimburse counties for indigent defense costs and alleviate counties of this growing state mandate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO;

THAT, this Board applauds and sincerely thanks Governor DeWine for listening to county budgetary concerns and addressing indigent defense costs with his historic and impactful investment included in his introduced budget; and

THAT, this Board deeply appreciates and sincerely thanks the Ohio House of Representatives for further increasing the indigent defense appropriation by \$35 million in SFY21 which should fully reimburse counties for their indigent defense costs, assuming current conditions; and

THAT, this Board calls upon the Ohio Senate to maintain the House of Representatives' appropriation for indigent defense reimbursement in the state budget bill to ensure that this state mandate remains funded; and

THAT, this Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board; and that all deliberations of this Board and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including Section 121.22 of the Revised Code.

Mr. Echemann seconded the motion for adoption of said resolution and the roll being called upon its adoption, the voted resulted as follows:

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 REAPPOINTMENT TO THE BELMONT COUNTY PUBLIC DEFENDER COMMISSION

Motion made by Mr. Meyer, seconded by Mr. Echemann to reappoint Richard A. Hord to the Belmont County Public Defender Commission for a four-year term, effective June 14, 2019 through June 14, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE HIRING OF SUMMER EMPLOYEES/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the hiring of Nicholas Falbo and Christopher Rinehart as summer employees at the Belmont County Water & Sewer District, effective May 20, 2019, at the rate of \$8.55 per hour (minimum wage).

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A RENEWAL OF AGREEMENT WITH DR. GEORGE L. CHOLAK, M.D., MEDICAL DIRECTOR FOR JAIL

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a renewal of the agreement with Dr. George L. Cholak, M.D., Medical Director for the Belmont County Jail, in the amount of \$20,000.00 per year effective June 20, 2019 through June 20, 2020.

Note: This contract will auto renew for an additional year unless a 60 day written notice is given by either party.

**AGREEMENT
MEDICAL DIRECTOR OF THE
BELMONT COUNTY JAIL**

WHEREAS, the Belmont County Board of Commissioners, hereinafter referred to as Commissioners, are desirous of contracting services for the services of Medical Director of the Belmont County Jail; and

WHEREAS, George L. Cholak, M.D., hereinafter referred to as Medical Director and individually as Dr. Cholak, is desirous of providing said services:

NOW, THEREFORE IT IS HEREIN AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS,

- 1) Dr. Cholak will provide professional services to Belmont County, Ohio, as Medical Director of the Belmont County Jail. In such capacity, Dr. Cholak will be an independent contractor and not an employee of Belmont County, for all purposes, including, without limitation, workers compensation, unemployment compensation, PERS, medical benefits, vacation, sick leave, and any and all other programs which are part of the benefit package of employees of Belmont County.
- 2) Medical Director shall abide by the rules set forth by the Sheriff, which shall be mutually agreed upon before the effective date of this agreement.
- 3) Commissioners shall pay the Medical Director the sum of \$20,000.00 per annum. Payments will be made monthly, in an amount totaling \$1,666.66 per month for eleven (11) months and \$1666.74 for one (1) month, upon receipt of a bill. Any increase shall be negotiated at the end of each twelve (12) month period during the life of the contract.
- 4) The term of this agreement shall be one year commencing June 20, 2019. This agreement will automatically renew for an additional one year unless either party gives a written notice by certified mail sixty days in advance.
- 5) Belmont County shall be responsible for providing malpractice insurance with a minimum occurrence limit of one million dollars (1,000,000.00) for the Medical Director's service within the jail facility.
- 6) The Medical Director shall be available to perform medical services at the Belmont County Jail two (2) days per week at a time mutually agreeable between the Medical Director and the Sheriff, or as otherwise directed by Ohio Standards, or when needed by the Belmont County Jail Nursing Staff.
- 7) The Medical Director or his designee agrees to be available on a twenty-four (24) hour basis.
- 8) The Sheriff will provide a full time guard on duty and with the Medical Director while medical services are being performed at the

- Belmont County Jail.
- 9) It is understood and agreed that the Medical Director is the attending physician for all inmates. Should an inmate desire his/her own private physician, the Medical Director must deem the requested care necessary and advisable, and the inmate must pay his/her private physician's bill. A Medical Waiver Form shall be completed for such treatment.
 - 10) Inmates who require hospitalization shall be admitted to the hospital designated by the Medical Director, Sheriff, or Jail Administrator and only Dr. Cholak or his designee shall be designated as the attending physician. In the event the Medical Director determines that consultation or medical services need be rendered by a physician other than the Medical Director, said consultation or services shall be at the Medical Director's sole discretion and the expense thereof shall be borne by Belmont County.
 - 11) In the event that Dr. Cholak cannot perform the services of Medical Director, he may appoint a temporary jail physician from a list of physicians mutually agreeable to the Sheriff, Jail Administrator and the Medical Director. The Medical Director will ensure such substitute will perform contractual responsibilities at no additional cost to Belmont County.
 - 12) The Medical Director will further provide a review of medical care procedures as follows:
 - a. Description of any health environmental factor(s), which are substandard.
 - b. Changes implemented since the last reporting period.
 - c. Recommended changes.
 - 13) The Medical Director will review all reports submitted from the State Department of Human Resources and Institutional Health Units, and will assist the Sheriff's office in making any corrections deemed necessary to medical care.
 - 14) Health appraisals will be scheduled on the regular weekly visits to the jail by responsible Medical Director. These appraisals shall be completed for each inmate whose stay exceeds ten (10) days on or before the fourteenth (14) day.
 - 15) The Medical Director or nursing staff will review the completed receiving, screening and health history records, take BP's, perform the standardized physical examinations, etc. Lab tests to detect communicable diseases will be performed only if deemed appropriate by medical staff.
 - 16) The Medical Director will respond to requests for medical care made by the Sheriff's office via telephone or other various telecommunications and will instruct the on duty nurse to refer the inmate as follows:
 - a. To the doctor's office for treatment.
 - b. To the designated hospital emergency room for immediate treatment.
 - c. To the regularly scheduled sick call visit by the respective physician.
 - d. Any other instructions by the responsible physician.
 - 17) The Medical Director will assist the Sheriff's office in meeting its duties to inmates as stated in the National Commission on Correctional Health Care "Standards for Health Services in Jail." The Medical Director will also assist in meeting such duties imposed by federal and state laws and regulations.
 - 18) The Medical Director will assist the Sheriff's office in developing and implementing policies that will assure high quality medical and nursing care. The Medical Director will also prepare specific policies and procedures concerning the following:
 - a. Emergency treatment of inmates.
 - b. Prescriptive medicine.
 - c. Special Diets.
 - 19) The Medical Director shall establish and supervise the maintenance of a listing of both prescription and non-prescription medications and supplies which are permitted for use in the facility. Any limitations on their use must be specified
 - 20) Either party may cancel this agreement by giving written notice by certified mail sixty (60) days in advance of said cancellation.
 - 21) The Medical Director acknowledges and agrees that he has read and received this contract and that the medical policy contained herein is in compliance with the medical standards for full service jails found in the Minimum Standards for all Ohio Jails.

This agreement signed and executed at St. Clairsville, Belmont County, Ohio, this 15th day of May, 2019.

George L. Cholak
George L. Cholak, M.D.
Medical Director

Belmont County Commissioners
Josh Meyer /s/
Josh Meyer, President

Jerry Echemann /s/
Jerry Echemann, Vice-President

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

J. P. Dutton /s/
J. P. Dutton

APPROVED AND ACKNOWLEDGED

I do hereby acknowledge and approve the contents hereof.

David M. Lucas /s/
David Lucas, Sheriff of Belmont County, Ohio
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION BETWEEN ODYS AND JUVENILE COURT

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and authorize Commission President Josh Meyer to sign the **Juvenile Court Grant Agreement and Funding Application** between the Ohio Department of Youth Services and Belmont County Juvenile Court for fiscal year 2020 in the amount of \$246,301.09.

Note: This grant covers program costs for C-CAP, Diversion Programs and Drug Screens.

OHIO DEPARTMENT OF YOUTH SERVICES

JUVENILE COURT GRANT AGREEMENT AND FUNDING APPLICATION

(Submit original to the Bureau of Subsidies & Grants by June 3, 2019)

This Grant Agreement and Funding Application is made and entered into by and between the State of Ohio, Department of Youth Services (herein referred to as "Department"), and the Belmont County Board of County Commissioners (herein referred to as "County") on behalf of the Belmont County Juvenile Court (herein referred to as "Juvenile Court"). The Department will provide the base and variable allocations for each fiscal year for the biennial period beginning July 1, 2019, and ending June 30, 2021, subject to the terms and conditions of this agreement.

TERMS AND CONDITIONS

Eligibility

This Grant Agreement and Funding Application must be signed by the Administrative Judge and President of the County Commissioners or County Executive. A copy must be submitted to the local Ohio Family and Children First Council. The program shall include a method of assuring equal access for minority youth to the programs, care, and services provided through this grant.

Program Performance:

- 1) The Juvenile Court agrees to provide prevention, treatment, and rehabilitation programs for alleged or adjudicated unruly and delinquent children or children at risk of becoming unruly and delinquent children, inclusive of alternatives to commitment of youth to the Department.
- 2) The Juvenile Court agrees to provide early intervention, treatment and rehabilitation programs for youth adjudicated delinquent, unruly, or juvenile traffic offenders as outlined in this Agreement.
- 3) The Juvenile Court agrees to develop effective programs for youth, which preserve their rights and dignity. Program activities must be safe, productive, humane, and adequately supervised.
- 4) The Juvenile Court agrees to refer to the Standard Program Areas included with this Agreement when developing programs. If a court wishes to develop a program not found in the Standard Program Areas, it shall contact the Bureau of Subsidies and Grants to request that a new Standard Program Area be created.
- 5) If funds are used to place youth in a detention facility or community rehabilitation center the facility must meet the Ohio Department of Youth Services Standards for Detention Centers or Standards for Community Residential Centers, or be accredited by the American Correctional Association, or adhere to OJDPA standards
- 6) If funds are used to place youth in a community corrections facility, the facility must meet the Ohio Department of Youth Services Standards for Community Residential Centers.

- 7) If funds are used to provide out of home placement of youth in a facility other than those identified in (5) or (6) above, the facility must be certified by a state agency with certification, licensure, or approval authority, including, but not limited to, the Department of Youth Services, Department of Job and Family Services, Department of Education, Department of Mental Health, or Department of Mental Retardation and Developmental Disabilities, or be accredited by the American Correctional Association.
- 8) The Juvenile Court agrees to participate in any program and fiscal monitoring conducted by or on behalf of the Department.
- 9) The Juvenile Court agrees to monitor and evaluate all programs funded through this grant.
- 10) If the Juvenile Court fails to submit the required data reporting forms or other documentation, the Department shall not make base or variable allocation payments to the county until the required information is received.
- 11) If a variable allocation payment is withheld due to failure to submit required reports and those reports are not submitted within 180 days of the due date, then the payment shall not be made to the county.
- 12) The Juvenile Court shall complete and submit with the Funding Application the individual Program Performance Measures in Attachment B of this Agreement.
- 13) Describe the methods employed to ensure equal access of minority youth to grant programs:
All youth regardless of race, age, sex, religious
beliefs, sexual identity, family income, or
education are to be treated equally.

- 14) First Year (FY 2020) Goals:
 - a) Projected number of admissions to DYS in FY 2020: 1
 - b) Projected number of admissions to a CCF in FY 2020: 3

Fiscal Accountability:

1. The Juvenile Court shall complete Attachment A of this Agreement.
2. Funds shall be used only for the provision of direct services to youth and for administrative costs associated with the direct services provided.
3. Administrative costs charged to a program are limited to those essential to the administration of the program; indirect costs charged by the county are unallowable within the grant.
4. Funds shall be deposited into the county Felony Delinquent Care and Custody Fund.
5. Funds received by the Juvenile Court shall not be commingled with any other funds.
6. All expenditures must be directly related to the approved programs identified in this Agreement.
7. The Juvenile Court shall maintain files on all contracts funded with grant funds, which shall be made available to DYS upon request.
8. Funds shall not be used for capital construction projects in a total amount exceeding 15% of the base allocation for the current fiscal year. No variable funds may be used for capital construction projects.
9. If any cash balance exists at the end of the state fiscal year, it shall be carried over into the next fiscal year within the Felony Delinquent Care and Custody Fund and shall not be reverted to the county's general fund.
10. Funds shall be in addition to, and shall not be used to reduce, any usual annual increase in county funding that the Juvenile Court is eligible to receive, or the current level of county funding of the Juvenile Court, and of any programs or services for delinquent children, unruly children, juvenile traffic offenders, or non-adjudicated youth supported by county moneys.
11. Funds shall be in addition to, and shall not be used to supplant, any existing county funds.
12. Reimbursement for training and travel costs is limited to that which relates to court services to youth. Records for these expenses shall be maintained.
13. Should a county employee be employed and paid by the subsidy grant in addition to his/her full-time job, the work must be performed on the employee's own time outside of his/her core hours for the other job and compensation must be reasonable and consistent with fair market value. Hours worked for both jobs must be clearly documented.
14. Overtime premiums paid to court employees must be prorated among the various activities of the employee and may not be charged exclusively to grant funds unless the employee works full time on the grant. Overtime rates can be paid only if, and in proportion to the time, the employee worked on the grant during the relevant time period.
15. At the time of separation from employment, the Department will only recognize accrued vacation/sick leave expense liability in proportion to the percentage of the employment period during which the employee was employed in programs funded by the grant and paid from grant funds, pursuant to statutory and county policy limits.
16. All obligations must be incurred by June 30th of each State Fiscal Year and liquidated by September 30th of the following State Fiscal Year, excepting unemployment and worker's compensation expenses.

17. Expenditures shall not exceed an approved program or approved program line item by twenty percent or five thousand dollars, whichever is less. An amendment must be submitted for the Department's prior approval for any expense which would exceed these limits or which would alter the nature of the program.
18. Up to one thousand dollars may be moved between or within programs into an approved program line item. In such cases, the court shall submit amended budget forms to the Department. Transfers of more than one thousand dollars require that an amendment be submitted to the Department for approval prior to the transfer of funds.
19. Cost of equipment, property, services or any other budgeted items must be at fair market value, or that which would be paid by a prudent buyer in a given community.
20. All purchases are subject to county purchasing policies and procedures, except that purchases of direct service for youth do not have to be competitively bid. If no county purchasing procedures exist, state purchasing procedures as outlined in the Ohio Revised Code shall be followed.
21. Proper inventory schedules must be maintained for all equipment purchased with grant funds, including the following information for all equipment: number, purchase price, date of acquisition, vendor, condition and location.
22. County-established guidelines will be used for the salvage of unusable, damaged, and/or non-repairable equipment taken out of the juvenile court or programs funded by the grant. If no county guidelines exist, state guidelines shall be followed.
23. The Department shall suspend funding to a Subsidy Grant funded program if it finds failure to comply with the Ohio Revised Code or administrative rules promulgated by the Department.

Audits and Monitoring

1. The Juvenile Court shall submit tracking forms, statistical information and other reports on forms and according to the time frame established by the Department.
2. The Juvenile Court shall maintain records as needed to allow the Department or its designee to conduct program monitoring and evaluation.
3. The Juvenile Court shall, in writing, request the Auditor of State to perform additional procedures as part of the audit performed under Section 117.11 of the Ohio Revised Code, and shall provide a copy of applicable sections of the audit report to the Department upon request. The cost of performing the additional audit procedures shall be paid from the Felony Delinquent Care and Custody Fund. The scope of the additional procedures shall include legal compliance with Sections 5139.34 and 5139.43 of the Ohio Revised Code and Chapter 5139-67 of the Ohio Administrative Code, and examination of revenues and expenditures, cash balance, outstanding obligations and internal controls.
4. The Department may perform an audit of the county Felony Delinquency Care and Custody Fund. When a county is selected for audit, the Department will perform an audit of the fiscal records in accordance with generally accepted auditing standards, including such tests of the funding records and such auditing procedures considered necessary under the circumstances. The scope of the audit will encompass, but may not be limited to, an examination of the financial transactions, funds and reports

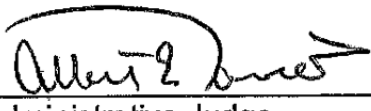
pertaining to the approved programs and an evaluation of compliance with the established rules and Grant Agreement.

5. Upon completion of the audit examinations, the Department shall issue an audit report which shall include a statement regarding the expenditures of funds and compliance with applicable regulations and the Grant Agreement, and with approved program amendments.
6. Within one hundred twenty (120) days of the date the Department conducts an audit, the Department shall, in writing, notify the Administrative Juvenile Judge of its intention to take exception to any of the actual costs therein reported. The County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within forty-five (45) days unless an appeal of the exception is filed.
7. If, within forty-five (45) days of the date of the Department's notification to take exception, the Administrative Juvenile Judge or Board of County Commissioners does not file with the Department a request for appeal, the action proposed in the Department's notification shall be final and binding. If an appeal is filed, the Director of the Department shall notify the juvenile court regarding the decision of the appeal within forty-five (45) days from its receipt. The actions proposed in the Department's notifications may be made final and binding before the expiration of the forty-five days within which the county may appeal if the Administrative Juvenile Judge and the Board of County Commissioners waive, in writing, the provisions of this paragraph. If the determination is made that the appeal of the exception is denied, the County Fiscal Agent shall be required to refund to the Department from the county general revenue fund the amount of the exception to the reported costs within thirty (30) days of notification of the appeal decision.
8. If the County Fiscal Agent fails to repay the amount of the exception as provided in numbers (6) and/or (7) above, the amount will be deducted from the Juvenile Court's future base or variable payments.
9. The Juvenile Court shall, with reasonable advance notice, provide the Department or its designee with access to records, including any or all documents related to the Felony Delinquent Care and Custody Fund.
10. The Juvenile Court shall maintain accurate, legible and current fund records which indicate all income and expenditures related to the Felony Delinquent Care and Custody Fund.
11. The Juvenile Court shall support all income and expenditures with documentation to provide a clear audit trail for every transaction.
12. The Juvenile Court shall maintain all records related to this Agreement until the Department has accepted a final closing expenditures report for the last year for which the record documents or supports a cost or expenditure, or for three years, whichever is longer.

Certification of Program Compliance and Non-Supplanting of Funds:

We certify that this program is in compliance with applicable sections of Ohio Revised Code, Sections 5139.34 and 5139.41 - 5139.44, and the Administrative Rules promulgated by the Department and will comply with all laws, including those involving ethics and all executive orders. A copy of this agreement has been submitted to the local Ohio Family and Children First Council.

Authorized Signatures:



Administrative Judge

5/13/19
Date



President, Board of County Commissioners
or County Executive

5/15/19
Date

Approval:

Director, Department of Youth Services

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAY REQUEST NUMBER 2 FROM
BEDWAY DEVELOPMENT CORPORATION/BUILDING RENOVATION PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Pay Request Number 2 (through 4/30/19) from Bedway Development Corporation, in the amount of \$433,122.30 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 APPROVING CHANGE ORDER NUMBER 004 FROM

BEDWAY DEVELOPMENT CORPORATION/BUILDING RENOVATION PROJECT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign Change Order Number 004 from Bedway Development Corporation for the Belmont County Building Renovation project in the amount of \$28,055.03 for a new contract total of \$1,486,332.69.



Change Order

PROJECT: (Name and address) Belmont County Building Renovation St. Clairsville, Ohio 43950	CONTRACT INFORMATION: Contract For: General Trades Date: February 27, 2019	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: May 14, 2019
OWNER: (Name and address) Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, Ohio 43950	ARCHITECT: (Name and address) McKinley & Associates The Maxwell Centre 32 Twentieth Street, Suite 100 Wheeling WV 26003	CONTRACTOR: (Name and address) Bedway Development Corporation 67877 North Pancost Road Belmont, Ohio 43718

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Reroute the main electrical and to repair potential unsafe wiring in MDP: Furnish and install new feeds from the transformer vault through the main panel to the transfer switch and back to the main panel. A wireway will be installed next to the main panel and 4" EMT conduits from the transfer switch to the new wireway with new 600 MCM conductors. The light switch, receptacle, and thermostat next to the MDP will be relocated to make room for the wireway. A utility company shut down will have to be scheduled and if there are any charges by the utility company they are not included in this price. Net Change Add \$14,981.40
2. Replace the existing discontinued Fire Alarm Panel with a new Fire Alarm panel in order to add more safety devices: Furnish and install one Siemens FC-922 FACP, One remote annunciator, four modules for dual detectors, one smoke detector, two relay modules, one dual action pull station, and one outdoor Horn/strobe. Excluded are any fees associated with engineered drawings, permits, or inspections if required by the authority having jurisdiction. Net Change Add \$9,570.00
3. Add new ceiling tiles in the Training rooms. Net Change Add \$3,503.63

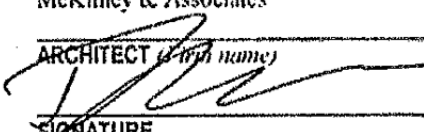
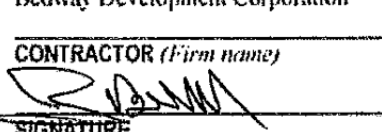
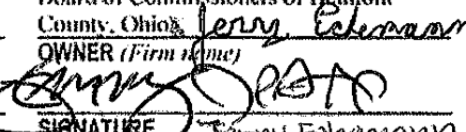
This Change Order constitutes the full and complete satisfaction for all claims of all direct and indirect costs, overhead costs of all kinds, inefficiency costs, acceleration costs, the cumulative impact of this and other change orders executed to date, the impact of this change order on unchanged work and interest related thereto, which has been or may be incurred in conjunction with the project extension set forth herein, if any. This document and attachments hereto shall become an amendment to the contract and all provisions of the contract will apply hereto.

The original Contract Sum was	\$ 1,429,750.00
The net change by previously authorized Change Orders	\$ 28,527.66
The Contract Sum prior to this Change Order was	\$ 1,458,277.66
The Contract Sum will be increased by this Change Order in the amount of	\$ 28,055.03
The new Contract Sum including this Change Order will be	\$ 1,486,332.69

The Contract Time will be unchanged by Zero (0) days.
The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

McKinley & Associates	Bedway Development Corporation	Board of Commissioners of Belmont County, Ohio
ARCHITECT (Firm name)	CONTRACTOR (Firm name)	OWNER (Firm name)
		
SIGNATURE	SIGNATURE	SIGNATURE
THOM WORLEDGE	SAM BLACKWELL	JERRY ECHEMANN JOSH MEYER J.P. DUTTON
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
5/15/19	5/16/19	5-15-19
DATE	DATE	DATE

AIA Document G701™ - 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:09:35 ET on 05/14/2019 under Order No. 6027626518 which expires on 12/13/2019, and is not for resale. User Notes: (389ADA56)

Upon roll call the vote was as follows:

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

Mr. Meyer said this covers some electrical work that needs done, replacement of a new fire alarm panel and replacing some ceiling tile.

IN THE MATTER OF ADVERTISING FOR BIDS FOR THE BELMONT COUNTY SARGUS JUVENILE DETENTION CENTER ROOF REPLACEMENT PROJECT

May 15, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to advertise for bids for the **Belmont County Sargus Juvenile Detention Center Roof Replacement project**, based upon the recommendation of Jack Regis, Facilities Manager, 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 for the roof replacement of the Belmont County Sargus Juvenile Detention Center will be received by the Belmont County Commission at the Commission's office, located at the Belmont County Courthouse, 101 W. Main Street, St. Clairsville, OH 43950 until 10:30 a.m. local time, June 5, 2019, and then at said office publicly opened and read aloud.

The Contract Specifications may be examined at the following location:

Builders Exchange, Inc. – Cleveland
9555 Rockside Rd., Suite 300
Cleveland, OH 44125
OVCEC
21 Armory Drive
Wheeling, WV 26003
304-242-0520
Vaughn, Coast & Vaughn, Inc.
154 South Marietta St.
St. Clairsville, OH 43950
(740) 695-7256
Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Method of Bidding will be as follows: LUMP SUM CONTRACT for the roof replacement of the Sargus Juvenile Detention Center. CONTRACT is to remove the existing roof system and replace it with a fully-adhered EPDM roofing system on the Belmont County Sargus Juvenile Detention Center at 68131 Hammond Road, St. Clairsville, Ohio. The existing roof system is asphaltic tar built-up roofing covered by spray foam on five separate roof areas with a total of 10,220 sf.

Bidding Documents may be obtained from the office of Vaughn, Coast & Vaughn, Inc., 154 South Marietta St., St. Clairsville, OH, 43950, (740) 695-7256.

No bid fee deposit will be required for the Bidding Documents.

Bids will be accepted from only those Bidders who obtain documents from the Engineer's office. Bidders who submit a Bid must be a Plan Holder of Record at the Engineer's office.

Each bid shall be accompanied by a bid bond in accordance with Section 153.54 (B) Ohio Revised Code in the full amount of the bid; or a certified check, cashier's check, or letter of credit in an amount not less than ten percent of the total bid as a guaranty that if the bid is accepted, a contract will be entered into and its performance properly secured. Should any bid be rejected, such bid guaranty will be forthwith returned to the Bidder, and shall any Bid be accepted, such Bid Guaranty will be returned upon the proper execution and securing of the contract.

Bidders must comply with the following:

- A. Domestic steel use requirements as specified in Section 153.011 of the Ohio Revised Code apply to this project. Copies of Section 153.011 of the Revised Code can be obtained from any of the offices of the Department of Administrative Services.
- B. Certificate of Compliance with Ohio Revised Code 3517.13.
- C. Government Business and Funding Contracts in accordance with Ohio Revised Code 2909.23.
- D. All work done under this Contract is subject to State of Ohio requirements concerning the payment of the prevailing wage rates.
- E. No bidder may withdraw his bid within 60 days after the actual date of the opening thereof. The Belmont County Commissioners reserve the right to reject any or 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.
- F. Bidder must show Documentation of Qualifications including references, experience, and certifications by coating manufacturer for working with specified coating systems.
- G. 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 Specifications require Bidder's Qualifications that are 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: BELMONT COUNTY COMMISSION

Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

By order of the Board of Commissioners
of Belmont County, Ohio

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

Times Leader Advertisement: Two (2) Sundays, May 19, 2019 & May 26, 2019

Please send proof of publication to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

Mr. Meyer said the original bids were rejected due to how high the cost was.

BREAK

9:30 Gary Armitage, Executive Director, Senior Services of Belmont County

Re: Department Update and Older Americans Month Proclamation

Mr. Armitage gave an overview for his department. He said, "Our primary mission is a simple one. That mission is to minimize the need for institution for the seniors in the county." Mr. Armitage said they provide a number of different services and are always open to exploring new ones that may help in preventing seniors being institutionalized, either short or long term. He added levies are the life-blood of the organization. The primary service they provide is nutritional support; they have around 2,000 people active on their service list. Eleven senior centers are in operation around the county. They also provide transportation to doctors, dentists and if time available, to the Wellness Center.

Mr. Armitage noted, year-to-date, they have provided 76,465 meals and 9,740 transportation trips. He said they will be upgrading their fleet this year which was on hold in order to meet the payment deadlines of the new building. Mr. Armitage announced the last payment of \$1,243,109.40 was made in April on the new community building. The Board of Commissioners thanked Mr. Armitage and his staff and the voters for their support of the levies to provide these services.

**IN THE MATTER OF ADOPTING PROCLAMATION
IN HONOR OF OLDER AMERICANS MONTH**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the proclamation in honor of Older Americans Month.

***PROCLAMATION
IN HONOR OF
OLDER AMERICANS MONTH 2019***

Whereas, Belmont County includes a growing number of older Americans who enrich our community through their diverse life experiences; and

Whereas, Belmont County is committed to strengthening our community by connecting with and supporting older adults, their families, and caregivers and acknowledging their many valuable contributions to society; and

Whereas, Belmont County recognizes the importance of bringing together all generations and engaging in activities that promote physical, mental, and emotional well-being for the benefit of all; and

Whereas, Belmont County can enhance the lives of older Americans in our community by:

- promoting home- and community-based services that support independent living;
- involving older adults in community events and other activities; and
- providing opportunities for older adults to work, volunteer, learn, lead, and mentor.

Now, therefore, the Board of Commissioners of Belmont County does hereby proclaim May 2019 to be Older Americans Month. We urge every resident to take time during this month to recognize older adults and the people who serve them as essential and valuable members of our community.

Adopted this 15th day of May, 2019.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

J. P. Dutton /s/

Josh Meyer /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 10:11 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 employment and compensation of public employees and ORC 121.22(G)(4) Collective Bargaining.

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 11:27 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:27 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 HIRING
OF SUMMER EMPLOYEES/WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the hiring of Tristan Hartman and Lloyd Cope as summer employees at the Belmont County Water & Sewer District, effective May 20, 2019, at the rate of \$8.55 per hour (minimum wage).

Upon roll call the vote was as follows:

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

**12:30 Road View-Road Improvement 1175
Re: Vacation of a portion of Crow Road (Twp-233), Washington Township**

**IN THE MATTER OF THE VACATION OF
A PORTION OF CROW ROAD (TWP-233)
WASHINGTON TWP. SEC. 30, T-5, R-4/RD IMP 1175**

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

**Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER**

May 15, 2019

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 15th day of May, 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 15th day of May, 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 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 22nd day of May, 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 May 15, 2019

Jayne Long /s/

Clerk, Board of County Commissioners

Belmont County, Ohio

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

**Reconvened, Thursday, May 16, 2019 at 3:00 p.m. Present: Commissioners Meyer and Dutton and Jayne Long, Clerk.
Absent: Commissioner Echemann**

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 3:00 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 3:00 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of May, 2019.

Josh Meyer /s/ _____

Jerry Echemann /s/ _____ COUNTY COMMISSIONERS

J. P. Dutton /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