

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, Commissioners and Jayne Long, Clerk of the Board.

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,115,201.23

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-0710-A006-G02.002 Salary	E-0170-A006-G09.003 PERS	\$2,700.00

S30 OAKVIEW JUV REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S62.000 Printing	E-8010-S030-S57.00 Travel/St. Dev	\$75.00
E-8010-S030-S53.000 Medical	E-8010-S030-S55.010 Supplies	\$2,695.00

S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S47.006 Hospitalization	E-0910-S033-S38.011 Contract Services	\$20,000.00

S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$139.60

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:

A00 GENERAL FUND AND N29 CAPITAL PROJECTS-FACILITIES FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$213,772.81

P53 SSD FUND AND THE N14 SSD CAPITAL IMPROVEMENTS/BCWSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9014-N014-N07.574 Transfers In	\$3,472.49

P53 SSD FUND AND THE O12 NEFFS BOND RET/BCWSD

FROM	TO	AMOUNT
E-9705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$8,305.82

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the May 22, 2019 meeting:

A00 GENERAL FUND

E-0051-A001-A13.000	Postage	\$67.85
E-0051-A001-A51.000	Oil and Gas	\$4,837.17
E-0057-A006-F06.011	Veterinary Services	\$1,444.67
E-0257-A015-A15.074	Transfers Out	\$213,772.81

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 911 WIRELESS

E-2301-E011-E01.011	Contract Service	\$11,631.81
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$1,833.33
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N03 FEMA PROJECTS-ENGINEERS

E-9003-N003-N04.055	Contract Services	\$129,536.00
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N29CAPITAL PROJECTS – FACILITIES

E-9029-N029-N19.055	Renovations of HP Building	\$213,772.81
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OAKVIEW JUVENILE REHABILITATION/VARIOUS FUNDS

E-8010-S030-S55.010	Supplies	\$300.00
E-8010-S030-S67.004	Workers' Compensation	\$3,152.59
E-8011-S031-S02.000	Food (NSLA/Meal Tickets)	\$1,876.63

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$341.88
E-0131-A006-A21.000	Towing	\$150.00
E-0131-A006-A23.000	Background	\$494.00
E-0131-A006-A24.000	E-SORN	\$305.00
E-0131-A006-A26.000	K-9	\$3,324.00

E-0131-A006-A32.000	Warrant Fee	\$1,660.00
E-1652-B016-B02.000	DUI	\$25.00
E-5100-S000-S01.010	Commissary	\$22,599.96
E-5101-S001-S06.000	CCW License	\$1,963.00
E-5101-S001-S07.012	CCW Equipment	\$1,980.00
E-9710-U010-U06.000	Reserve	\$255.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR APRIL, 2019**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of April 2019.

Gross Wages P/E 4/13/19 THRU 4/27/19

General Fund	FROM	TO	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,142.23
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	851.20
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	905.45
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,200.06
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	5,132.85
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	219.30
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,285.41
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,314.57
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,246.29
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,124.96
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	8,186.02
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	448.00
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,252.12
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,171.24
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,774.98
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,829.96
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,661.54
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,224.48
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,767.54
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	18,459.51
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,392.30
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	930.90
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,347.36
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	2,650.22
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	2,769.50
POLL WORKERS			
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	420.67
			101,857.12
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,167.95
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	2,115.35
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	152.09
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	593.46
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	501.34
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	496.44
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00

PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	557.03
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	437.92
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	376.57
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	512.68
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	106.96
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	33.47
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,248.75
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	50,048.17
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	3,075.94
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	6,295.42
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,717.78
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,067.72
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,339.89
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,691.17
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,192.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,313.77
Care and Custody-truancy	E-0400-M060-M61.003	R-9895-Y095-Y01.500	0.00
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	411.58
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	1,031.84
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	2,072.01
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	15,442.83
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,861.98
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,400.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,150.12
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	8,219.50
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,045.76
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.38
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	32,951.58
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	17,479.72
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.78
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,310.76
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	268.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	651.82
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	573.40
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	671.52
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	118.83
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	1,626.24
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	297.85
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	603.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	724.18

300,343.31

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE INSURANCE

CHARGEBACKS FOR THE SECOND QUARTER PERIOD: APRIL, MAY & JUNE, 2019

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the Second Quarter April, May & June, 2019.

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,646.53
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	37.11
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	31.23
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	29.25
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	136.50
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	258.57
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	5.85
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	38.37
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	5.85
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	142.38
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	39.00
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	174.72
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	45.63
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	17.55
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	5.85
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	37.05
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	102.39
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	498.62
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	70.23
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	29.42
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	8.19
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	6.54
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	1.59
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	5.09
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	18.48
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	6.54
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	7.31
E-2236-F088-F01.002	GV	R-9891-Y091-Y05.500	1.17
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	18.72
E-2211-F069-F04-000	TRAILER PARKS	R-9891-Y091-Y05.500	0.76
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	0.84
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	8.58
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.86
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	23.40
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	5.85
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	5.85
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	11.70
E-0400-M060-M64.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	5.85
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	17.55
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.70

E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	5.85
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
Total amount this transfer			3,536.22

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **CASINO REVENUE 1ST QUARTER 2019/GENERAL FUND-\$213,772.81** deposited into R-0010-A000-A06.500 on 4/30/19.

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,444.67 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 5/07/19.

GENERAL FUND/VETERANS-REIMBURSEMENT OF POSTAGE-\$67.85 deposited into R-0050-A000-A45.500 Refunds & Reimbursements on 5/13/19.

OIL & GAS RECEIPTS MAY 2019/GENERAL FUND-\$4,837.17 deposited into R-0050-A000-A02.500 on various dates in May 2019. **N29 FUND/CASINO REVENUE 1ST QUARTER 2019-\$213,772.81** transferred from the General Fund to the N29 Fund on 5/22/19.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated May 22, 2019, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

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

AUDITOR'S-Doug DeVault to Reynoldsburg, OH, on June 11, 2019, to attend a Weights & Measures training. Estimated expenses: \$200.00.

DJFS-Michael Schlanz, Sarah Smith, Stephanie Frey and Lisa Davis to Cadiz, OH, on May 29, 2019, to attend the Workforce Performance Measure training. A county vehicle will be used for travel. Estimated expenses: \$60.00. Karie Hunkler and Donna Bilica to Columbus, OH, on June 12, 2019, to attend the SMART (New Procedure for Handling Cash Payments). A county vehicle will be used for travel. Estimated expenses: \$30.00.

SENIORS-Mindi Baker to Orville, OH, on June 11, 2019, for a senior outing to the Smucker's Store. Senior Centers of Belmont County to Wheeling, WV, on June 19, 2019, for a senior outing to Wheeling Park. Susan Hines to Moundsville, WV, on June 20, 2019, for a senior outing to the Prima Marina Restaurant. Susan Neavin to Wheeling, WV, on June 27, 2019, for a senior outing to Abbey's Restaurant and Big Lots. 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 15, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION TO APPROVE THE HIRING OF NICHOLAS FALBO AS SUMMER EMPLOYEE/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Echemann to rescind the motion of May 15, 2019, to hire Nicholas Falbo as a summer employee at the Belmont County Water & Sewer District.

Note: Mr. Falbo has obtained another position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CONTRACT BETWEEN BCDJFS (ON BEHALF OF THE BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL) AND THE BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the contract between Belmont County Department of Job & Family Services, (on behalf of the Belmont County Family and Children First Council) and the Belmont County Board of Developmental Disabilities, for the **Early Intervention Program for Service Coordination (Part C)** effective July 1, 2019 through June 30, 2020, in the maximum amount of \$109,881.00.

LOCAL EARLY INTERVENTION PROGRAM CONTRACT

This agreement to provide administrative services for the **Early Intervention Program for Service Coordination** is entered into on this **22nd of May, 2019** by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), on behalf of the Belmont County Family and Children First Council, hereinafter referred to as "**Department**" and the Belmont County Board of Developmental Disabilities (TIN 34-6000236), hereinafter referred to as "**Provider**."

ARTICLE I: PURPOSE

Early Intervention Service Coordination providers fulfill Part C of the Federal Individuals with Disabilities Education Act for activities which are mandated for children eligible to receive Early Intervention. Federal funds and state general funds are available to County Family and Children First Councils to be used in conjunction with local and private funds to provide early intervention program oversight as well as coordination of services for infants, toddlers and their families eligible for the program. Specific activities to be provided under this grant are described in the Ohio Administrative Code 5123:10:01, 5123:10:02, 5123:10:03 and 5123:10:04 to include coordination of screenings; evaluations and eligibility determination; assessments of the child and family; developing, monitoring and reviewing Individualized Family Service Plans (IFSP's); coordinating transition planning conferences and following procedural safeguards to ensure parent's rights.

ARTICLE II: EFFECTIVE DATES

This contraction shall extend from **July 1, 2019 through June 30, 2020**, inclusive, unless otherwise terminated pursuant to Article VI. It may be extended beyond this time period upon the execution of a written amendment pursuant to Article VI contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. The payment for services provided in accordance with this provisions of this contract shall not exceed **\$109,881.00** unless both the **Provider** and the **Department** agree upon an amended amount and are contingent upon the availability of funds.
- B. The **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. The **Provider** will establish and maintain all fiscal records as needed and as required to justify expenditures.
- C. The **Provider** will submit a quarterly expenditure report and invoice to the **Department** within fifteen (15) working days following the last working day of the quarter as the quarterly reimbursement report will be due by the twenty-fourth (24th) day of the month following the quarter.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not be used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. Any work this grant produces including any documents, data, photographs and negatives, electronic reports, records, software, source code or other media shall become the property of the Ohio Department of Developmental Disabilities (DODD), which shall have an unrestricted right to reproduce, distribute, modify, maintain and use the work produced. If this grant is funded, in whole or in part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the DODD. All materials must clearly state: "This work is funded in whole or in part by a grant awarded by the Ohio Department of Developmental Disabilities.
- C. The **Provider** will comply with all applicable federal and state regulations, rules, statutes and guidelines regarding the expenditure of funds and program requirements, including but not limited to, OMB Circular A-87, CMIA regulations and HHS grant guidelines and ODJFS rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Early Intervention program, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may, from time to time as it deems appropriate, and in consultation with the Belmont County Family and Children First Council, communicate specific instructions to the **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of the instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Department** as necessary to ensure understanding and the success of completion of the contract activities.

ARTICLE V: DELIVERABLES

During the term of this contract, the **Provider** will ensure that each child in early intervention is assigned one service coordinator who will serve the family as the service coordinator as soon as possible after the program referral but in enough time to complete service coordination activities in the time frames required. The **Provider** will ensure that the service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family (e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the IFSP with the child's medical home and coordinating transition). The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

ARTICLE VI: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) days written notice via certified mail to the Executive Director of the **Provider** and the Director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designation for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible but not later than ten (10) days upon receipt of such information or determination. All reimbursements to the **Provider** will cease on the date specified in the ten (10) day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to the **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or the **Provider** has violated any provisions of this agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE VII: LIMITATION OF LIABILITY

The **Provider** agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Department** for any judgements for infringement of patent or copyright rights. The **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services or materials furnished. If the **Provider**

fails, neglects or refuses to make prompt payment of any claims for labor, services or materials furnished to the **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or service and charge the amount of the payment against the funds due or to become due to the **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to the **Provider** under Article III or the amount of damages incurred by the **Provider**, whichever is less. The **Provider** is solely and exclusive responsible for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and executing this contract agreement, the **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The **Provider's** certification of compliance with each of these conditions is considered to be a material representation of fact upon which the **Department** relied in entering into this contract agreement.

- A. Equal Employment Opportunity: In carrying out this contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits and/or other aspects, conditions or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. The **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Ohio Revised Code.
- B. Religious Freedom: The **Provider** agrees that it will perform the duties under this contract in compliance with Section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief or refusal to participate in a religious activity. No funds provided under this contract will be used to promote the religious character and action of the **Provider**. If any participant objects to the religious character of the organizations, the **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. Provider Status: The **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. The **Provider** also agrees that, as an independent provider, the **Provider** assumes all responsibility for any federal, state, municipal or other tax liabilities along with worker's compensation and unemployment compensation and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. The **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in the State of Ohio have been obtained and are operative. If at any time during the contractual period the **Provider** becomes disqualified from conducting business in the State of Ohio, for whatever reason, the **Provider** must immediately notify the **Department** of the disqualification and the **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: The **Provider** will not assign any interest, including subcontracts and contracts, in the contract and will not transfer any interest in the contract without the prior written approval of the **Department**, in consultation with the Belmont County Family and Children First Council.
- E. Drug-Free Workplace: The **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: The **Provider** will not use any information, system or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employees agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by the **Provider** for work under this contract.
- G. Child Support Enforcement: The **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring the **Provider** or employees of the **Provider** meet child support obligations established under state law. Further, by executing this agreement the **Provider** certifies present and future compliance with any court order for the withholding of support which is issued pursuant to Sections 3113.21 to 3113.2117 of the Ohio Revised Code.
- H. Audit and Records Retention: All records related to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by the **Provider** and made available for audit by the State of Ohio, including but not limited to the Ohio Department of Job and Family Services, the Ohio Department of Health, the Auditor of the State of Ohio, the Inspector General and all duly authorized law enforcement officials, agencies of the United States government and county officials, including the **Department**, county auditor and members of the County Family and Children First Council. All financial records related to this contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE IX: CONSTRUCTION

This contract shall be governed, construed and enforced in accordance of the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby, provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<u>Vince Gianangeli /s/</u>	<u>5-7-19</u>
Vince Gianangeli, Director	Date
Belmont County Department of Job and Family Services	
<u>Stephen L. Williams /s/</u>	<u>5-7-19</u>
Stephen L. Williams, Superintendent	Date
Belmont County Board of Developmental Disabilities	
<u>Josh Meyer /s/</u>	<u>5-22-19</u>
Josh Meyer, President	Date
Belmont County Board of Commissioners	
<u>Jerry Echemann /s/</u>	<u>5-22-19</u>
Jerry Echemann, Vice-President	Date
Belmont County Board of Commissioners	
<u>J. P. Dutton /s/</u>	<u>5-22-19</u>
J. P. Dutton, Commissioner	Date
Belmont County Board of Commissioners	
Approved as to form:	
<u>Daniel P. Fry /s/</u>	<u>5-14-19</u>
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 ADVERTISING FOR BIDS FOR THE BELMONT COUNTY ENGINEER'S PROJECT #19-3 BEL-CR5-7.20 & BEL-CR86-12.53 SLIDE REPAIR

Motion made by Mr. Meyer, seconded by Mr. Echemann to advertise for bids for the Belmont County Engineer's Project #19-3 **BEL-CR5-7.20 (PW#119) & BEL-CR86-12.53 (PW#147) SLIDE REPAIR**, based upon the recommendation of Terry Lively, County Engineer and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

(Note: This is a FEMA project to repair embankment failures on CR 5 (Ramsay Ridge Rd) and CR 86 (Pleasant Ridge Rd).

**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 **9:30 A.M. (Local Time), Wednesday, June 12, 2019** for furnishing all labor, materials, equipment and other incidentals and all tasks necessary for Belmont County Engineer's **PROJECT #19-3: BEL-CR5-7.20 (PW#119) & BEL-CR86-12.53 (PW#147) SLIDE REPAIR**, then at said office publicly opened and read aloud. This project is to repair roadway embankment failures on CR 5 (Ramsay Ridge Road) and CR 86 (Pleasant Ridge Road) with drilled soldier pile and concrete lagging retaining walls.

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 in the appropriate work type 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 October 16, 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) Tuesdays, May 28, 2019 and June 4, 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING AND SIGNING LETTER OF APPOINTMENT TO OHIO EMA DESIGNATING COUNTY ENGINEER TERRY D. LIVELY TO ACT AS AUTHORIZED AGENT REGARDING PUBLIC ASSISTANCE GRANT PROGRAM FOR FEMA-DR-4424-OH

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Letter of Appointment to be sent to Ohio EMA designating County Engineer Terry D. Lively to sign all documents and in all ways act as the Authorized Agent relative to the Public Assistance Grant Program for FEMA-DR-4424-OH.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ONE-YEAR RENEWAL OF PREVENTATIVE MAINTENANCE AGREEMENT WITH LIMBACH/JAIL

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the one-year renewal of Preventative Maintenance Agreement #SPM30235-Automated Logic Controls Quarterly Inspection with Limbach in the amount of \$5,643.00 for the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM CONAWAY FLOORING LLC/BUILDING RENOVATION PROJECT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve Proposal #OH013317 from Conaway Flooring LLC in the amount of \$3,623.83 to remove and haul away old wall base and carpet and install new wall base and carpet in the conference room 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 THE SHARP COPIER MAINTENANCE

AGREEMENT WITH MOS OFFICE SYSTEMS/ANIMAL SHELTER

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Sharp Copier Maintenance Agreement with MOS Office Systems for a Kyocera M5526cdw, serial number VE89107424, for a one-year term effective May 14, 2019 for the Belmont County Animal Shelter.

Note: This replaces the agreement dated August 29, 2018 for the refurbished Sharp MX-C300w color document system desktop due to ongoing maintenance issues with that copier.

MOS
OFFICE SYSTEMS

3153 BELMONT STREET • BELLAIRE, OHIO 43906
PHONE: 740-676-2943 FAX: 740-676-2965

SHARP COPIER MAINTENANCE AGREEMENT					
COMPANY:	Belmont County Animal Shelter		CONTACT:	Lisa	
ADDRESS:	45244 National Rd		TELEPHONE:	740-695-1611	
CITY:	St. Clairsville	STATE:	OH	ZIP:	43950
MAKE & MODEL:	Kyocera M5526cdw	SERIAL NUMBER:	VE89107424		
Billing:	Monthly 7th				
Black & White:	0.02	Starting 25	Color:	0.10	Starting 25

It is agreed that MOS is authorized to furnish Maintenance Service for your machine/s, make, model & serial numbers listed below, in order to keep them in satisfactory condition and prolong their operating efficiency.

1. MOS will replace Parts, Drums, Toner and Developer, including all services calls, labor and travel.
2. This maintenance agreement does not include Paper.
3. Alteration or repairs performed by personnel not authorized by MOS will VOID this contract.
4. Only those production models listed by serial number on the face of this agreement are covered by this agreement.
5. In no event shall MOS be liable for Damage caused by God, accident, storm, fire, water, spills, negligence, misuse, and incidental, consequential or special damages arising from or by reason of this maintenance agreement.
6. There will be an annual increase in maintenance per year, of no more than 5%, upon the date of renewal.
7. The minimum annual fee for copies is \$200.00. this covers all cost of maintenance.

This agreement will become in effective on the date and copy count listed below. It is to remain in force for one year from this date and will be renewed year to year at the anniversary date. To cancel by either the Customer or the Company, it must be done with a 30 day written notice and a call to MOS.

APPROVED BY Lisa Duvall /s/ BCAS Date: 5/14/19

DATE APPROVED 5-22-19

Jerry Echemann /s/

J. P. Dutton /s/

Josh Meyer /s/

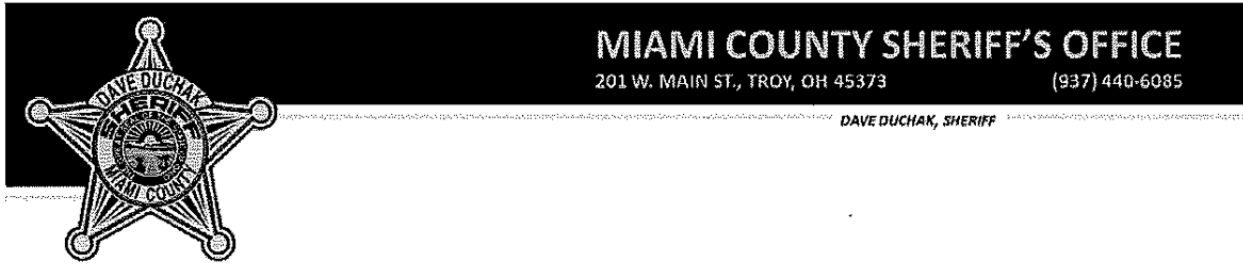
BELMONT COUNTY COMMISSIONERS

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH MIAMI COUNTY COMMISSIONERS FOR HOUSING OF PRISONERS

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into contract with the Miami County Board of Commissioners for the housing of Belmont County prisoners at the rate of \$55.00 per day.



**Miami County Sheriff's Office
Memorandum of Agreement for Jail Services**

Upon the recommendations of the Sheriffs of Miami County, Ohio and Belmont County, Ohio, this Agreement is made between the **Board of Miami County Commissioners**, (hereafter, the Miami County Commissioners and Sheriff are jointly referred to as "Miami County") and the **Belmont County Commissioners** (hereafter, the Belmont County Commissioners and Sheriff are jointly referred to as "Belmont County"), for Miami County's acceptance and incarceration of Belmont County prisoners at the Miami County Jail and/or the Miami County Incarceration Facility).

WHEREAS, Belmont County desires to incarcerate certain Belmont County prisoners, and Miami County desires to accept and incarcerate such Belmont County prisoners, at either the Miami County Jail or the Miami County Incarceration Facility, the parties desire to mutually agree upon the terms of such Belmont County prisoner incarceration.

WHEREAS, under Ohio Revised Code sections 341.12-341.14 a county sheriff that removes a prisoner to the jail of another county is required to pay the receiving county sheriff such fees as set forth in law, and therefore, the board of commissioners of the county from which the prisoner was removed shall allow, in the proper amount, the payment of such fees under R.C. 307.55.

NOW, THEREFORE, in consideration of pertinent provisions of the Ohio Revised Code as well as the mutual covenants, agreements and conditions set forth herein, the parties agree as follows:

1. Definitions. For the purposes of this Agreement, the following words and terms shall have the indicated meanings:

"Miami County Jail" means, unless the context indicates otherwise, both the Miami County Jail and/or the Miami County Incarceration Facility.

"Prisoner" means an inmate held at the Miami County Jail pursuant to ORC 341.12 and/or on charges relating to an offense in Belmont County's jurisdiction before sentencing regardless of the offense charged, or after sentencing when the inmate is convicted or sentenced.

"Per day" means any twenty-four (24) hour period commencing (midnight) and extending to the following midnight or any portion of such twenty-four (24) hour

period during which Miami County holds a prisoner for Belmont County under this Agreement.

2. Belmont County will deliver to the Miami County Jail prisoners of Belmont County whom a Court of competent jurisdiction has committed to serve a term of incarceration, which prisoners Belmont County is required by law to maintain and support during the term of a prisoner's pre-trial confinement.

Belmont County agrees to bring prisoners to the Miami County Jail to be processed through the body scanner and then transport the prisoners to the Miami County Incarceration Facility for housing.

Miami County shall receive Belmont County prisoners into custody upon being furnished with a copy of the process of commitment.

3. Miami County shall maintain the Miami County Jail in accordance with applicable Minimum Adult Detention Center Standards of the State of Ohio as well as other pertinent laws, rules or regulations. Miami County shall maintain, support and safely keep Belmont County prisoners in the same manner and condition as its own prisoners.

Miami County shall use diligence and care in preventing the escape of Belmont County prisoners. In case of an escape, Miami County will make diligent efforts within the territorial limits of Miami County to recover and return any escaped Belmont County prisoner to the Miami County Jail. However, Miami County shall not be under any obligation to recover and/or return any escaped Belmont County prisoner from outside the territorial limits of Miami County, Ohio.

4. Miami County agrees to provide to Belmont County up to five female (5) bed spaces and/or up to ten male (10) bed spaces at a rate of Fifty-five dollars (\$55.00) per day per bed. These beds may be restricted for Miami County inmates if needed, lowering the amounts listed above.
5. Miami County will bill the Belmont County Sheriff's Office monthly for its use of beds. Belmont County agrees to pay each and every invoice within thirty (30) days of the date of the invoice.
6. Belmont County will be responsible for transporting Belmont County's prisoners to and from court for all Belmont County court proceedings.
7. Belmont County shall be responsible for transporting Belmont County's prisoners to all non-emergency medical and/or dental appointments. In the event a Belmont County prisoner is hospitalized, Belmont County shall be responsible for the security of such Belmont County prisoner during his or her hospital stay.

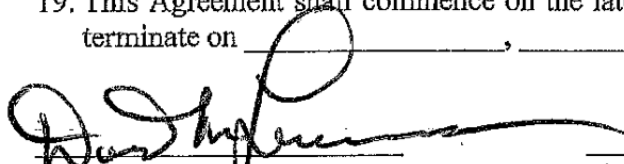
8. Belmont County agrees that it is responsible for the cost and expense of all medical and/or dental care required by a Belmont County prisoner.
9. Belmont County authorizes Miami County to determine whether and when a Belmont County prisoner requires emergency medical and/or dental care. Miami County will immediately notify the shift commander or other officer in charge designated by Belmont County when Miami County has authorized the removal of a Belmont County prisoner for emergency medical and/or dental care. Belmont County agrees that upon notice that a Belmont County prisoner has been removed for emergency medical and/or dental care, Belmont County shall immediately assume responsibility for guarding such Belmont County prisoner until he or she is both returned to the Miami County Jail and accepted by Miami County.
10. Miami County agrees to obtain written approval from Belmont County before obtaining any non-emergency medical and/or dental device or appliance for a Belmont County prisoner. Examples of such devices and appliances include, but are not limited to, eyeglasses, trusses and braces. Belmont County agrees to pay for the cost of any approved device or appliance plus all care and services related to providing any approved item.
11. Belmont County may elect to allow Belmont County prisoners to use the inmate medical and/or dental services contracted by Miami County for non-emergency care. Belmont County shall notify Miami County of such elections in writing. If Belmont County so elects, Belmont County agrees to pay the pertinent Medicaid Rates established under House Bill 66 for providing such non-emergency medical and/or dental services to Belmont County Prisoners.
12. Miami County will bill the Belmont County Sheriff's Office monthly for the cost of all medical and/or dental services provided to Belmont County prisoners. Belmont County agrees to pay each and every invoice within thirty (30) days of the date of the invoice.
13. Belmont County agrees to pay any cost or expense attributable to the burial of a Belmont County prisoner who dies while confined at the Miami County Jail and/or Miami County Incarceration Facility.
14. Miami County reserves the right, in its sole discretion, to reject, refuse and/or have removed, any Belmont County prisoner regardless of contracted bed availability.
15. Miami County will maintain and support a Belmont County prisoner whose confinement extends beyond the terms of this Agreement consistent with the terms set forth in this Agreement or any subsequent modification or agreement entered into between the parties.
16. Nothing contained in this Agreement is intended to create or establish the relationship of a partnership, joint venture or other business organization between the parties

hereto nor to create an agency, representative or employment relationship between the parties. Neither party nor their respective employees shall be considered an employee of the other party, nor shall they acquire or be entitled to any compensation, rights, benefits and/or participation of any kind whatsoever offered by the other party, including, without limitation, participation in Ohio Public Employees Retirement System, worker's compensation coverage and/or benefits, medical and hospital care, sick and vacation leave, unemployment compensation, disability, and severance pay.

17. No Belmont County prisoner, other person, or organization, other than the parties hereto shall have any interest hereunder, and nothing contained herein shall be construed so as to give any Belmont County prisoner, other person or organization other than the parties hereto any legal or equitable right, remedy or claim under or in respect to this Agreement.

18. This Agreement may be modified, extended, and/or terminated upon the mutual agreement of the parties. Any such extension, modification and/or termination not become effective until set forth in a writing executed by both parties.

19. This Agreement shall commence on the latest of the dates set forth below and shall terminate on _____.


Sheriff David M. Lucas
Belmont County Sheriff's Office

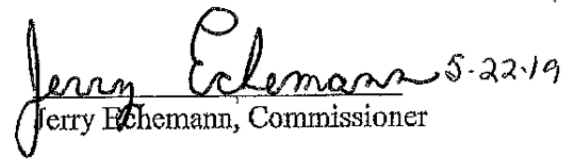
Sheriff David T. Duchak
Miami County Sheriff's Office

 5-22-19
Josh Meyer, Commissioner

Ted S. Mercer, Commissioner

 5-22-19
J.P. Dutton, Commissioner

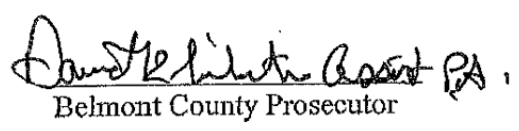
John F. Evans, Commissioner

 5-22-19
Jerry Echemann, Commissioner

Gregory A. Simmons, Commissioner

Approved as to Form:

Approved as to Form Only:


Belmont County Prosecutor

By: _____
Miami County Prosecutor's Office

Upon roll call the vote was as follows:

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

Mr. Meyer said this is an ongoing effort to help the jail with overcrowding issues, it doesn't mean anyone will be sent to Miami County right now. He noted 14 female inmates have been moved to Monroe County as of yesterday.

FROM MURRAY SHEET METAL CO. FOR BOARD OF DEVELOPMENTAL DISABILITIES ROOF RENOVATIONS ON THE BELCO WORKSHOP PROJECT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign Change Order Number 001 from Murray Sheet Metal Co. for the Board of Developmental Disabilities Roof Renovations on the Belco Workshop project in the amount of \$3,090.00 for a new contract total of \$563,298.00.



Change Order

PROJECT: (Name and address) Replace Existing Roof System on the Belco Workshop Belmont County Board of Developmental Disabilities 68421 Hammond Road St. Clairsville, OH 43950	CONTRACT INFORMATION: Contract For: General Construction Date: February 4, 2019	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: May 20, 2019
OWNER: (Name and address) Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, OH 43950	ARCHITECT: (Name and address) No Architect Project Design by The Garland Co., Inc.	CONTRACTOR: (Name and address) Murray Sheet Metal Co., Inc 3112 Northwestern Pike Parkersburg, WV 26104

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. Replacing 400 sq ft of deteriorated metal decking with new metal decking, in the amount of \$6.50 per sq ft
2. Repairing a small brick area involving approximately 9 brick for the sum total of \$490.00

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	\$ 560,208.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 560,208.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,090.00
The new Contract Sum including this Change Order will be	\$ 563,298.00
The Contract Time will be increased 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.

No Architect The Garland Company ARCHITECT (Firm name)	Murray Sheet Metal Co., Inc Murray Sheet Metal Co., Inc CONTRACTOR (Firm name)	Board of Commissioners of Belmont County, Ohio Board of Commissioners of Belmont County, Ohio OWNER (Firm name)
<i>Samuel Roberts</i> SIGNATURE	<i>Danell K. Rogers</i> SIGNATURE	<i>Jerry Echemann</i> SIGNATURE
Sam Roberts - Manager PRINTED NAME AND TITLE	Danell K. Rogers, President PRINTED NAME AND TITLE	Jerry Echemann Commissioner PRINTED NAME AND TITLE
5/23/19 DATE	5-22-19 DATE	5-22-19 DATE

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Upon roll call the vote was as follows:

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

BREAK

IN THE MATTER OF BID OPENING FOR ENGINEERS

PROJECT 18-3 BEL-84-1.30 (CR 84 Oakview Rd) CULVERT REPLACEMENT

This being the day and 9:30 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 18-3 BEL-84-1.30 CULVERT REPLACEMENT, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Turn-Key Tunneling, Inc. 1247 Stimmel Road Columbus, Ohio 43223	X	\$565,500.00
Capital Tunneling, Inc. 2216 Refugee Road Columbus, Ohio 43207	X	\$664,775.00

Engineers Estimate: \$539,935.00

Present for opening: Terry Lively, Belmont County Engineer, Daniel Boltz, Assistant Engineer, Kelly Hall and Moses McCulloch.

Motion made by Mr. Meyer, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer's **Project 18-3 BEL-84-1.30 (CR 84 Oakview Rd) CULVERT REPLACEMENT** to County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

BREAK

9:45 Foster Parent Appreciation Month Proclamation

Present: BCDJFS Director Vince Gianangeli and BCDJFS staff Christine Parker, Billy Marinacci, John LaRoche, Jennifer Fietz and Leann Boston, Probate Judge Al Davies and foster parents Matt and Susan Guthrie and daughter Elizabeth. Mr. Gianangeli presented the Making a Difference award to Mr. and Mrs. Guthrie.

**IN THE MATTER OF ADOPTING PROCLAMATION
DESIGNATING MAY 2019 AS FOSTER PARENT APPRECIATION MONTH**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the proclamation declaring May Foster Parent Appreciation Month.

RESOLUTION

**DECLARING MAY 2019 as
FOSTER PARENT APPRECIATION MONTH**

WHEREAS, the family, serving as the primary source of love, identity, self-esteem, and support, should be the foundation of our community; and

WHEREAS, foster families provide the love, safety and stability that children need in order to overcome past traumatic experiences so that they can reach their full potential; and

WHEREAS, dedicated and diverse foster families provide lifelong love and support for children in need of adult mentors and a place to call home; and

WHEREAS, in Belmont County there are fifty-six children in placement being provided a safe, secure and stable home along with the compassion and nurture of a foster or kinship family.

NOW, THEREFORE BE IT RESOLVED that the Board of Belmont County Commissioners do hereby proclaim May 2019 as "Foster Parent Appreciation Month" in Belmont County and celebrate all those who have invited a child in need into their hearts and into their homes, and express our profound appreciation for all who help make foster care possible.

Adopted this **22nd day of May, 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

10:15 Public Hearing-Road Improvement 1175

Re: Vacation of a portion of Crow Road (Twp-233), Washington Township

Present: Terry Lively, Belmont County Engineer, Andrew Hadzima, Drafting Technician II and Duane Schlosser, Petitioner. Mr. Hadzima presented maps and described the area for vacation. Mr. Hadzima said at the viewing it was clarified where the right-of-way was and there didn't seem to be any problem with anyone. Present at the viewing were Commissioners Meyer and Echemann, Mr. Hadzima, Mr. Schlosser and Jeff Chills from Frontier Energy Services. Mr. Lively added this is an unapproved road and they are just vacating the right-of-way.

REPORT OF COUNTY ENGINEER

OHIO REV. CODE, SEC. 5553.06

ROAD IMP #1175

DATE: May 20, 2019

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

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

The undersigned, in obedience to your order, dated **May 15, 2019**

Proceeded on **May 22, 2019** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.

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

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

"See Attached Plat"

Terry Lively /s/

Terry D. Lively, P.S., P.E.,

COUNTY ENGINEER OF BELMONT CO, OH

IN THE MATTER OF THE VACATION OF

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

RESOLUTION-GRANTING PROPOSED IMPROVEMENT

ORDERING RECORD, ETC.

Rd. Imp. #1175

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 22nd day of May, 2019, in 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, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

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

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

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

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

Mr. 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 the 22nd day of May, 2019

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:33 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness HR Administrator (via phone), and Attorney Nathan Frazen, Garvin & Hickey (via phone), pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:49 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:49 a.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:49 A. M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator (via phone), pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a public employee 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 |

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:21 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:21 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 TERMINATION OF TERESA FOGLE LPN/JAIL

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the termination of Teresa Fogle, LPN at Belmont County Jail, effective May 24, 2019 and direct her supervisor to notify Ms. Fogle of the same.

Upon roll call the vote was as follows:

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

May 22, 2019

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:47 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 11:47 a. m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 29th 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