

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann and J. P. Dutton, Commissioners and Bonnie Zuzak, Assistant Clerk of the Board. Absent: Commissioner Josh Meyer

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

Commissioner Echemann noted that Commissioner Meyer is on vacation.

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

Motion made by Mr. Echemann, seconded by Mr. Dutton 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 \$3,514,348.41**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0121-A006-B09.003 PERS	E-0121-A006-B02.002 Salaries	\$90,000.00
E-0131-A006-A04.002 Road Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$30,201.00

**K00 M.V.G.T. FUND**

FROM	TO	AMOUNT
E-2813-K000-K27.012 Equipment	E-2812-K000-K16.013 Cont. Projects	\$14,039.01

**S30 OAKVIEW JUVENILE REHABILITATION**

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salaries	\$28,000.00

**S77 COMM BASED CORRECTIONS ACT GRANT/ADULT PROBATION**

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S03.003 PERS	\$649.85
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$130.60

**W80 PROSECUTOR-VICTIM ASSISTANCE PROGRAM**

FROM	TO	AMOUNT
E-1511-W080-P07.006 Hospitalization	E-1511-W080-P01.002 Salary	\$1,600.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**P05 WATER WORKS FUND AND OTHER VARIOUS FUNDS/BCSSD**

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$19,000.00
E-3702-P005-P34.074 Transfers Out	R-9251-O051-O10.574 Transfers In	\$32,500.00
E-3702-P005-P34.074 Transfers Out	R-9252-O052-O10.574 Transfers In	\$12,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to execute payment of Then and Now Certification dated July 24, 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. Echemann	Yes
Mr. Dutton	Yes
Mr. Meyer	Absent

**IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL**

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

**DJFS**-Karie Hunkler, Cindy Berry and Kim Rico to Canton, OH, on August 20, 2019, to attend the Canton/Cleveland District Case Manager Roundtable. A county vehicle will be used for travel. Estimated expenses: \$45.00

**HUMAN RESOURCES**-Katie Bayness to Kelly's Island, OH, on August 7-9, 2019, to attend the OHPELRA Board Retreat. OHPELRA will be covering the cost of lodging.

**SENIORS**-Mary Beth Tennant to Wheeling, WV, on August 21, 2019, for a senior outing to Uncle Pete's Restaurant. Tish Kinney to Moundsville, WV, on August 21, 2019, for a senior outing to the Prima Marina Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXECUTING THE OAKVIEW JUVENILE RESIDENTIAL CENTER'S BUDGET REQUEST TO THE ODYS-CORRECTIONS FACILITIES GRANT/FY2020**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize Commission Vice-President Jerry Echemann to execute the Oakview Juvenile Residential Center's Budget Request to the Ohio Department of Youth Services-Community Corrections Facilities Grant for FY 2020 in the amount of \$1,399,407.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING PRELIMINARY CONSENT LEGISLATION  
RESOLUTION EMPOWERING THE COUNTY ENGINEER, ON BEHALF  
OF THE BOARD OF COUNTY COMMISSIONER, TO ENTER INTO CONTRACTS  
WITH ODOT/PROJECT BEL-470-2.39**

Motion made by Mr. Echemann, seconded by Mr. Dutton to adopt the Preliminary Consent Legislation resolution empowering the Belmont County Engineer, on behalf of the Board of Belmont County Commissioners, to enter into contracts with the Director of the Ohio Department of Transportation to complete Project BEL-470-2.39 which will require work for a bridge repair on County Road 30 (Dixon Hill Road).

*Note: The entire cost of the project will be borne by ODOT.*

**PRELIMINARY CONSENT LEGISLATION**

Resolution # N/A  
PID No. 99613  
County/Route/Section BEL-470-2.39

The following is a Resolution enacted by the Board of County Commissioners of Belmont County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I - Project Description**

WHEREAS, the STATE has identified the need for the described project:

This project is located in Pultney Township at the intersection of CR 30 and IR 470. The project will repair the overhead structure carrying CR 30 over IR 470. The project will remove the existing bridge railing, approach slabs and wearing surface from the structure and replace them with new elements. Vandal protection fence will be added to the structure. Traffic will be maintained on CR 30 via signalized closure of one lane of traffic.

NOW THEREFORE, be it ordained by the Board of County Commissioners of Belmont County, Ohio.

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

ODOT shall assume and bear 100% of the necessary costs of the State's highway improvement project. In the event the County requests certain features or appurtenances be included within the State's highway improvement project's design and construction, and which features and appurtenances are determined by the State and FHWA to be not necessary for the State's project, the County shall contribute 100% of the cost of those items.

PID No. 99613

**SECTION IV - Utilities and Right of Way Statement**

The LPA grants permission to the Director of the Ohio Department of Transportation to acquire in the name of the LPA all necessary right of way required for the described project.

The LPA agrees to be responsible to ensure that all utility accommodations, relocations and reimbursements will comply with the current provisions of 23 CFR and the ODOT Utilities Manual.

**SECTION V - Maintenance**

Upon completion of the project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the project in accordance with all applicable state and federal law, including, but not limited to, Title 23, U.S.C., Section 116; (2) provide ample financial provisions, as necessary, for the maintenance of the project; (3) maintain the right of way, keeping it free of obstructions, and; (4) hold said right of way inviolate for public highway purposes.

**SECTION VI - Authority to Sign**

The County Engineer of said Belmont County is hereby empowered on behalf of the Board of County Commissioners of Belmont County to enter into contracts with the Director of Transportation necessary to complete the above described project.

Passed: July 24, 2019.

Attested: Bonnie Hymak  
ASST. Clerk

Jean Echemann  
Belmont County Commissioner

Attested: Bonnie Hymak  
ASST. Clerk

DPDA  
Belmont County Commissioner

Attested: \_\_\_\_\_  
Clerk

\_\_\_\_\_  
Belmont County Commissioner

This Resolution is hereby declared to be an emergency measure to expedite the highway project and to promote highway safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and in force from and after the earliest period allowed by law.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE RELEASE OF RUMA AND BOND NUMBER 11200-PB-OH WITH OXFORD MINING, LLC**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the release of a Road Use Maintenance Agreement (RUMA) with Oxford Mining Company, LLC, dated October 4, 2017, for the use of 1.40 miles of CR 104 (Smith Road) for mining activity at the Egypt Valley Wildlife Mine and associated Bond Number 11200-PB-OH in the amount of \$280,000.00, per Terry Lively, Belmont County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO RUMA WITH**

**CCU COAL AND CONSTRUCTION, LLC/ENGINEERS**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into a **Roadway Use Maintenance Agreement** with CCU Coal and Construction, LLC, effective July 24, 2019, for mining activity at 1.40 miles of CR 104 for the Egypt Valley Wildlife Mine.

*Note: Bond No. 11442-PB-OH for \$280,000 on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT  
FOR SURFACE MINING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered into at St. Clairsville, Ohio, by and between THE BELMONT COUNTY COMMISSIONERS, a political subdivision, whose mailing address is 101 W. Main St., Courthouse, St. Clairsville, Ohio 43950 (hereafter "Authority"), and CCU Coal and Construction, LLC, whose address is 40580 Cadiz-Piedmont Rd., Cadiz, Ohio, 43907 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

**WHEREAS**, Authority has control of the several county/township roads within Kirkwood and Union Township in Belmont County, Ohio and is required by law to keep such roads in good repair; and

**WHEREAS**, Operator is the operator of certain coal mining leasehold, and intends to develop and operate the [Egypt Valley Wildlife Mine], including the equipment, facilities, impoundments, and storage areas necessary for the operation of the [Egypt Valley Wildlife Mine] (hereafter collectively referred to as "mine development site") located in Kirkwood and Union TOWNSHIP in Belmont County, Ohio; and

**WHEREAS**, Operator intends to commence use 1.40 miles of CR-104 for the purpose of ingress to and egress from the mining facilities for the [Egypt Valley Wildlife Mine], for traffic necessary for the purpose of hauling coal and transporting parts and equipment to and from the facilities, (hereinafter referred to collectively as "Mining Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement, providing for the repair and maintenance of said roads and bridges thereon as a result of such Mining Activity; and

**WHEREAS**, if any county or township roads contemplated herein contain any railroad crossings, Section 3 below shall apply;

**NOW THEREFORE**, in consideration of the good faith performance by each party of the mutual covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Operator agrees to the maintenance and repair of said roads and bridges, to their pre-Mining Activity condition or as modified pursuant to Appendix A, thereon for any damages thereto, as a result of Mining Activity related to such sites.

**FURTHER**, Operator shall also provide for the strengthening and upgrading of the roads and bridges if mutually agreed to be necessary for the Pipeline or Drilling Activity, prior to the start of Pipeline or Drilling Activity. The areas and structures required to be strengthened and/or upgraded shall be determined by an engineer provided by the Operator with the approval of the County Engineer to be provided within thirty (30) days of a written request submitted by the Operator. Operator's engineer shall provide a written report to the County detailing the condition of the roads and appurtenances covered under this Agreement along with any recommendations, if necessary.

**BOTH PARTIES FURTHER AGREE** to the following additional terms and conditions:

1. The portion of CR-104 to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection with CR-100 and ending at a point 1.40 miles Northeast of said intersection. It is understood and agreed that the Operator shall not utilize any of the remainder of CR-104 for any of its Mining Activities hereunder.

2. Those portions of said roads and bridges and their appurtenances to be used by Operator hereunder and mutually agreed to require necessary strengthening and/or upgrading by the Operator's Engineer in conjunction with the County Engineer, shall be strengthened and/or upgraded to a condition sufficient and adequate to sustain the anticipated Mining Activity by Operator, at Operator's sole expense, and with the advice and approval of the County Engineer as detailed in Appendix A. Thereafter, such roads shall be maintained by Operator for damages caused by Operator's Pipeline or Drilling Activity, at Operator's sole expense, throughout the term of this Agreement, to a level consistent with the condition of such roads at the commencement of its use by the Operator hereunder or as modified pursuant to Appendix A, as determined by the Operator's engineer and the Belmont County Engineer. The maintenance of aforementioned roads includes the use of a commercially recognized dust palliative (SynTech) to control the airborne dust created and/or contributed to by the Operator or the Operator's contractors and or agents over a length of 0.7 miles from the intersection of CR-100, past the existing residence and continuing Northeastward. Water trucks will remain on site to control dust periodically daily. An inspection of bridges shall be performed monthly at beginning of operations and may be done quarterly to semi-annual once a baseline of any wear is determined. Oxford will be responsible for inspection fees.

3. The Operator shall give notice to the railroad at least thirty (30) days prior to any known Mining Activity utilizing a railroad crossing so that a joint inspection can determine the condition of the crossing. Additionally, the Operator shall coordinate all work needing to be performed at a railroad crossing with the railroad company at least thirty (30) days prior to starting work on a railroad crossing. If the railroad company fails to respond to the Operator's notice of work needing to be performed at a railroad crossing within thirty (30) days of receipt of such notice, then the railroad waives all rights it has under this agreement with respect to the work specified in the notice. Work performed at a railroad crossing may include a separate agreement at the railroad's discretion. The Authority shall not be liable for any incidents arising out of or related to work performed at any railroad crossing pursuant to this Agreement or any separate Agreement between the Operator and the railroad company, or lack of notification by Operator.

4. Either the Operator or the Authority may terminate this Agreement with just cause following at least thirty (30) days written notice to the other of its intent to terminate. As soon as possible after receipt of such notice, the Authority and the Operator shall inspect said roads and bridges and their appurtenances. Following final inspection, the parties shall meet, and all restoration resulting from Operator's Pipeline or Drilling Activity shall be identified and thereafter completed by the Operator to insure the roads are at least returned to the condition they were in prior to the Operator's use for its Pipeline or Drilling Activity, at Operator's sole expense. Following completion of all restoration work, this Agreement shall be terminated and of no further force or effect.

5. Unless accepted for the reasons provided below, prior to the Pipeline or Drilling Activity on the designated Route, Operator shall post a bond or other surety in a form satisfactory to the Authority to cover the costs of any damage caused by the Pipeline or Drilling Activity on the Route by Operator. The amount of the bond or surety shall be in an amount of \$280,000 & 00/100 DOLLARS (\$400,000.00 per mile paved; \$200,000 per mile unpaved). However, no such bond or surety shall be required of Operator, if any of the following conditions are satisfied:

- a. A geotechnical analysis of the route provided by the Operator and mutually accepted by the Authority and Operator exhibits that the route's condition is sufficient for the expected traffic necessary for the development of the oil and gas development site.
- b. The Operator provides a geotechnical analysis of the route, mutually accepted by the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the route or an Operator and Authority-approved preventative repair plan of the route is attached to the Agreement as an addendum.
- c. The Operator has provided a sufficient bond or surety accepted by the Authority and Operator, in favor of the Authority for road usage by the Operator within the Authority's oversight.

6. All motor vehicles to be utilized by Operator hereunder, whether owned by Operator or others, shall comply with all legal size, load and weight limits in accordance with State Law, and all non-conforming vehicles shall require the proper local permit.

7. Operator shall furnish the Authority with a written Letter of Authority, setting forth all necessary contact information, including a twenty four (24) hour emergency contact number, for the authorized local representative of the Operator, and such information shall be maintained and kept current at all times concerned hereunder.

8. If Authority determines that any additional traffic signage is needed, or desired, as a result of this Agreement and in the interests of safety, then Operator shall provide for such signage at Operator's sole expense. In the event that any other safety concerns should arise during the course of this Agreement, Operator and Authority agree that they will mutually discuss such concerns and reach a resolution satisfactory to all concerned.

9. Operator acknowledges that pursuant to Ohio Attorney General Opinion 2012-029 issued on September 19, 2012, the County is required to comply with Revised Code 4115.03-.16 when the total overall project cost to the Operator is fairly estimated to be more than the amount prescribed in Ohio Revised Code Section 4115.03 (B)(4). Operator further acknowledges that at the time any necessary road maintenance or repairs are required, the estimated costs and actual cost of such work to be performed pursuant to this agreement will be solely within the knowledge of Operator since Operator is responsible for paying 100% of said cost. Therefore, Operator hereby agrees that Operator will take all measures to ensure compliance with Ohio's Prevailing Wage Laws.

10. Operator shall protect, save, indemnify, and hold the Authority, its officials, agents and employees harmless from any liability, claims, damages, penalties, charges, or costs including reasonable attorney's fees which may arise or be claimed as a result of any violations of any laws or ordinances, or any loss, damage or expense, including injury or death to any person, from any cause or causes from Operator's use of the roads pursuant to this Agreement. "The forgoing indemnity shall not apply to the extent that such claims are attributable to the fault or negligence of the Authority".

11. Operator assumes all liability for subcontractors and or agents working on Operator's behalf for this specific agreement.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns.

13. In any event that any clause, provision or remedy in this Agreement shall, for any reason, be deemed invalid or unenforceable, the remaining clauses and provisions shall not be affected, impaired or invalidated and shall remain in full force and effect.

14. Agreement shall be governed by the laws of the State of Ohio.

15. This Agreement shall be in effect on July 24, 2019.

Executed in duplicate on the dates set forth below.

**Authority**

By: Jerry Echemann /s/  
Commissioner

By: J. P. Dutton /s/  
Commissioner

By: \_\_\_\_\_  
Commissioner

By: Terry Lively /s/  
County Engineer

Dated: 7-24-19

Approved as to Form:  
David K. Liberati /s/ Assist. P. A.  
County Prosecutor

Upon roll call the vote was as follows:

**Operator**

By: Gregory J. Honish /s/

Printed name: Gregory J. Honish

Company Name: CCU Coal and Construction, LLC

Title: Vice President

Dated: 7-15-19

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

**IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM EQT CORPORATION/EMA**

Motion made by Mr. Echemann, seconded by Mr. Dutton to acknowledge receipt of a \$1,000.00 donation from EQT Corporation to the Belmont County Emergency Management Agency for the purchase of equipment.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS TO THE BELMONT COUNTY LOCAL EMERGENCY PLANNING COMMITTEE (L.E.P.C.)**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the following appointments to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3750.03, to fill unexpired terms, effective June 18, 2019 through August 14, 2019, and authorize the submittal of their applications to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

**COMMUNITY GROUPS**

Marsha McCort Cambridge Psych Hospital Mental Health Administrator  
*Replaces Rose Grear*

**LAW ENFORCEMENT**

Lt. Maurice Waddell Ohio State Highway Patrol  
*Replaces James Faunda*

**INDUSTRY**

Rose Grear South Central Power Company  
*Moved from Community Groups to Industry to replace Joe Redinger*

Upon roll call the vote was as follows:

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

**OPEN PUBLIC FORUM**-Ester Kalinowski, Bridgeport, questioned how much of the license plate fees and oil and gas money that goes to Columbus comes back to the county for the roads. Mr. Dutton said, "The license plate fee directly comes back to Belmont County for roads. Those monies are deposited into an account the County Engineer oversees and administers. It doesn't pass through the General Fund which is the fund the County Commissioners manage of. When talking about the severance tax, it is sent to Columbus, Ohio. Those funds are utilized for the administration of ODNR for the programs they have to oversee for the oil and gas industry. None of those funds come back in terms of infrastructure use for local governments. We have, on a number of occasions, sent letters to Columbus and advocated for at least a portion of those funds to be used for infrastructure reasons for areas impacted by oil and gas activity, specifically roads. At this point, that has not been changed in state law." Mrs. Kalinowski asked about the gas tax in Belmont County. Mr. Dutton said a portion goes to Columbus, but a portion goes directly to the County Engineer. He added that the recent increase is now being collected and the county's share goes directly into a fund that the County Engineer administers. He explained the portion of the gas tax that goes to the state is for state roads, the portion that goes to the County Engineer is for county roads and the portion that goes to the townships can be used for township roads. Mrs. Kalinowski asked if the cities or villages get any money from the Commissioners with regard to roads. Mr. Dutton said, "The cities and villages do not receive any money from the Commissioners, but there are some rare occasions, we are going to be opening a bid opening later this morning for CDBG (Community Development Block Grant). Those are funds that we have a role to play in. We do have what is called Local Government Funds that each local government receives through the State of Ohio. The county for the past five to six years has been foregoing its amount that would come to the county, roughly a quarter of a million dollars. We have been passing that on to the villages and the townships. We felt they had greater needs at that point and we will continue to do that as long as we can. We definitely have a long list of needs at the county level, but due to the changes in Local Government funding since around 2010, the townships were struggling to keep up with all the budget demands that they had and we thought this was one way the county could provide some additional funding to them by passing on our share to them. We really work to assist the villages and townships as much as we can at the county." Mike Bianconi, Pease Township Trustee, noted the (CDBG) bid opening at 9:40 includes streets in Bridgeport and that the tax from the oil and gas trucks or any vehicle goes to wherever the trucks are registered. Mr. Dutton added there has been roughly 70 miles of county roads paved over the past 5 to 6 years provided by the oil and gas industry. John Drewitt, Lashley Hill (Township Road) in Shadyside, complained about the terrible condition of his road and nothing is being done. He feels someone needs to get to Columbus to fight to get more money back to the counties. Mr. Echemann said he thinks the legislature is giving us a little more percentage of the gas tax which will go to the County Engineer.

Mrs. Kalinowski asked about the use of prisoners to cut weeds along roads. Frank Shaffer, Township Association President, said that program came at a cost to the townships and it went away with the budget cuts to the local government funds.

Mr. Echemann took the opportunity to thank Sheila Turner, Chief Deputy Auditor, for serving as Interim Auditor after the recent passing of Auditor Roger Conroy. He said the Democratic Party has picked Anthony Rocchio to serve as the new auditor. He added Sheila did a great job filling in and they appreciate it. Mr. Dutton agreed.

**BREAK**

**IN THE MATTER OF BID OPENING FOR THE POWHATAN POINT STREET IMPROVEMENT WORK ON VARIOUS STREETS/CDBG**

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 Powhatan Point Street Improvement work on various streets, they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Cast and Baker Corporation</b> 2214 Washington Road Canonsburg, PA 15317	<b>X</b>	<b>\$110,309.50</b>
<b>NLS Paving</b> 67925 Bayberry Drive St. Clairsville, OH 43950 (Engineer's estimate-\$96,568.00)	<b>X</b>	<b>\$129,560.40</b>

Present for opening were A. C. Wiethe and Natalie Hamilton of Belomar; Dave Lash, Cast and Baker and Rick Oberdick, NLS Paving. Motion made by Mr. Echemann, seconded by Mr. Dutton to turn over all bids received for the street improvement work on various streets in the Village of Powhatan Point to A.C. Wiethe, Belomar, for review and recommendation. Upon roll call the vote was as follows:

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

**BREAK**

**IN THE MATTER OF BID OPENING FOR THE BRIDGEPORT, PEASE AND PULTNEY TOWNSHIP STREET IMPROVEMENT PROJECT/CDBG**

This being the day and 9:40 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Bridgeport, Pease and Pultney Township Street Improvement Project, they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Cast and Baker Corporation</b> 2214 Washington Road Canonsburg, PA 15317	<b>X</b>	<b>\$176,516.50</b>
<b>NLS Paving</b> 67925 Bayberry Drive St. Clairsville, OH 43950 (Engineer's estimate-\$185,070.00)	<b>X</b>	<b>\$199,511.50</b>

Present for opening was A. C. Wiethe and Natalie Hamilton of Belomar; Dave Lash, Cast and Baker and Rick Oberdick, NLS Paving. Motion made by Mr. Echemann, seconded by Mr. Dutton to turn over all bids received for the street improvement work on Howard Street in the Village of Bridgeport, Farr Road and Maple Heights Road in Pease Township and Rock Hollow Road in Pultney Township, to A.C. Wiethe, Belomar, for review and recommendation. Upon roll call the vote was as follows:

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

**BREAK**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:58 A. M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton 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 a public employee. Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:24 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to exit executive session at 10:24 a.m. Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF HIRING DALINA FINSLEY AS TEMPORARY EMPLOYEE FOR EASTERN DIVISION COURT**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the hiring of Dalina Finsley as a temporary employee for the Belmont County Eastern Division Court, effective July 29, 2019, at the minimum wage rate. Upon roll call the vote was as follows:

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

**BREAK**

**Vince Gianangeli, Director, and Jack Regis, Jr., Budget Officer, Belmont Co. Dept. of Job & Family Services  
Re: School Clothes for Kids Program**

July 24, 2019

Mr. Gianangeli provided the following press release and announced this is the sixth year they will be doing the School Clothes for Kids Program.

**PRESS RELEASE**

**July 24, 2019**

**TEMPORARY ASSISTANCE TO NEEDY FAMILIES (TANF) FUNDING AVAILABLE TO BELMONT COUNTY RESIDENTS AT OR BELOW 175% OF THE FEDERAL POVERTY LEVELS**

The Belmont County Commissioners and the Belmont County Department of Job and Family Services (BCDJFS) are thrilled to announce that we are again conducting a School Clothes for Kids TANF Program. The program will be offered at the Ohio Valley Mall. There could be as much as \$800,000 of TANF funding available to serve children whose families are at or below 175% of the federal poverty levels.

Vince Gianangeli, Director at the BCDJFS, states, "The Ohio Department of Job and Family Services allocated federal TANF funding to our agency that has to be spent by the end of September 2019. Conducting the program at the 175% threshold for federal poverty allows us to serve those most needy families in our community. This program will be a huge lift to those families that desperately need our assistance. Our workers are to be commended for their hard work and dedication in making sure this program runs smoothly. Beginning July 30th., workers will spend additional hours determining eligibility of the recipients and administering the program."

Commissioner Josh Meyer said, "So many children of Belmont County will begin their school year wearing new clothes because of this program. What a blessing! I am pleased and thankful to know that our Belmont County Department of Job and Family Services continues to work so diligently in addressing the needs of these families."

Commission President J.P. Dutton said, "It is wonderful to see Belmont County Department of Job and Family Services continue one of its many ways of assisting our County's youth. By helping these children receive new school clothing, the Department works hard to make sure their school year starts off in a positive manner."

Commissioner Jerry Echemann said, "I am elated that the Belmont County Department of Job and Family Services is assisting our children with this program. New clothing is essential in making children feel good about themselves as they return to school for the new school year."

Gianangeli stated that since 2014, over 6,800 children have been served, and with this year's program, nearly \$4 million of federal TANF funds have been invested in the Ohio Valley Mall, generating nearly \$270,000 of sales tax revenue.

In order to apply for the School Clothes for Kids program, families can pick up an application at the Ohio Valley Mall in the former Aeropostale store across from American Eagle between the hours of 9:00 a.m. until 4:00 p.m. on July 30th. and 31st., and August 2nd. and 5th., between the hours of noon until 8:00 p.m. on August 1st. and 6th., and from 10:00 a.m. until 1:00 p.m. on August 3rd. All household income for the last 30 days must be submitted with the application. Verification of school enrollment may be needed if not already provided. The shopping dates at the Ohio Valley Mall will be September 25, 2019 and September 26, 2019 from 10:00 a.m. until 7:00 p.m. As long as the recipients are at the mall and enrolled with BCDJFS workers by 7:00 p.m., they will be permitted to shop until the mall closes.

**For information about this program, please call the Belmont County Department of Job and Family Services at 740-695-1075, extension 1202.**

July 24, 2019

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 10:54 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 10:54 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of August, 2019.

Josh Meyer /s/ \_\_\_\_\_

Jerry Echemann /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

J. P. Dutton /s/ \_\_\_\_\_

We, Josh Meyer and Bonnie Zuzak, President and Assistant 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

Bonnie Zuzak /s/ \_\_\_\_\_ ASSISTANT CLERK