

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 \$610,039.12**

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**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A15.007 Unemployment Comp.	\$366.30
E-0131-A006-A04.002 Road Salaries	E-0131-A006-A25.000 Housing of Prisoners	\$12,675.00

**B00 DOG AND KENNEL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1600-B000-B17.011 Contract Services	E-1600-B000-B11.000 Other Expenses	\$5,000.00

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 August 07, 2019 meeting:

**S12 PORT AUTHORITY**

E-9799-S012-S07.000	Professional Services	\$110,000.00
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**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S40.000	Grant Holding Account	\$115,852.50
E-8010-S030-S51.002	Salaries	\$200,000.00
E-8010-S030-S53.000	Medical	\$6,000.00
E-8010-S030-S54.000	Food	\$1,000.00
E-8010-S030-S55.010	Supplies	\$2,000.00
E-8010-S030-S56.000	Motor Vehicles	\$1,000.00
E-8010-S030-S57.000	Travel & Staff Development	\$500.00
E-8010-S030-S58.000	Communications	\$4,000.00
E-8010-S030-S59.000	Fuel/Utilities	\$23,000.00
E-8010-S030-S60.000	Maintenance & Repair	\$6,000.00
E-8010-S030-S62.000	Printing	\$100.00
E-8010-S030-S63.000	General	\$6,000.00
E-8010-S030-S66.003	PERS	\$28,000.00
E-8010-S030-S67.004	Workers Comp	\$8,000.00
E-8010-S030-S68.006	Hospitalization	\$63,000.00
E-8010-S030-S69.007	Unemployment Comp	\$2,000.00
E-8010-S030-S70.005	Medicare	\$3,000.00
E-8010-S030-S71.000	Education/Recreation	\$1,000.00

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

E-1520-S077-S01.002	Salaries	\$12,326.00
E-1520-S077-S02.005	Medicare	\$252.00
E-1520-S077-S03.003	PERS	\$2,434.00
E-1520-S077-S04.006	Hospitalization	\$3,184.00
E-1520-S077-S05.004	Workers Comp	\$313.00

**W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002	Salary	\$2,000.00
E-1511-W080-P05.003	PERS	\$560.00
E-1511-W080-P07.006	Hospitalization	\$3,200.00
E-1511-W080-P11.012	Equipment	\$1,796.34
E-1511-W080-P15.000	Rent	\$608.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR JULY & AUGUST 2019**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for Hospitalization Chargebacks for July & August, 2019.

From: NUMBER	ACCOUNT	To: NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	7,601.22
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	15,202.44
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	43,617.90
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	15,916.56
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	2,958.84
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	739.71
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,698.55
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	8,162.40
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	2,958.84
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	984.26
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	9,998.88
E-2410-S066-S80.000	MENTAL RETARDATION	R-9891-Y091-Y01.500	128,557.20
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	171,263.32
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	18,419.68
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	2,958.84
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	7,601.22
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	54,483.84
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	17,038.92
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	3,550.60
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	97,540.56
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	8,162.40
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	2,958.84
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	2,958.84
E-1551-S088S03.006	Western Court-Special	R-9891-Y091-Y01.500	2,958.84
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	35,914.32
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,122.36
	<b>WATER DEPARTMENT</b>		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	49,464.04
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	13,743.38
	<b>COUNTY HEALTH</b>		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	11,590.04
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	295.88
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	220.92
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,204.56
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	3,591.44
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	763.18
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	2,768.08
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	579.54
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	591.76
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	4,917.74
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	295.88
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	346.30
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	239.56

	<b>Juv Court/Grants</b>		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,122.36
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	1,122.36
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	8,876.52

TOTALS 771,062.92

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 August 7, 2019, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows:  
**DJFS**-Nichole Couch to Columbus, OH, on September 9-11, 2019, to attend the Supervisor Core Training. A county vehicle will be used for travel. Estimated expenses: \$368.40. John Laroche, William Marinacci, Janelle Nardo, Courtney Clark, LeAnn Boston, Michele Burkhart and Trina Palmer to Columbus, OH, on September 24-27, 2019, to attend the PCSAO Conference & Training. County vehicles will be used for travel. Estimated expenses: \$5,806.80. Vince Gianangeli, Christine Parker, John Laroche, Nichole Couch, Amy Faulkner, LeAnn Boston, Michele Burkhart, Janelle Nardo & Melissa Freeman to San Diego, CA. on November 18-23, 2019, to attend Innovations in Family Engagement. Estimated expenses: \$21,648.00. Vince Gianangeli to Steubenville, OH, on August 9, 2019, to attend the Jefferson County CDJFS Workforce meeting. A county vehicle will be used for travel. Estimated expenses: \$25.00.

**SARGUS**-D.J. Watson to Lima, OH, on August 7-8, 2019, to attend an Ohio Juvenile Detention Director's Association Executive Board meeting.

**SENIORS**-Donna Steadman to Moundsville, WV, on August 6, 13, 20 & 27, 2019, for a senior outing to the Four Seasons Pool. Donna Steadman to Sugarcreek, OH, on August 28, 2019, for a senior outing to an Amish show. Mindi Baker to Berlin, OH, on September 12, 2019, for a senior outing. Kay Driscoll to Triadelphia, WV, on September 13, 2019, for a senior outing to the Highlands. Daisy Braun to Moundsville, WV, on September 19, 2019, for a senior outing. Sue Hines to Woodsfield, OH, on September 19, 2019, for a senior outing to the Arbors of Woodsfield. Denise Starr to Sugarcreek, OH, on September 20, 2019, for a senior outing. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 24 and July 31, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING APPOINTMENT TO THE OMEGA MEMBERSHIP BOARD FOR 2019**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the appointment of Auditor Anthony Rocchio to the OMEGA Membership Board to fill the unexpired term of Roger Conroy for 2019.

Upon roll call the vote was as follows:

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

August 7, 2019

**IN THE MATTER OF ENTERING INTO AUCTION AGREEMENT  
WITH DAVID JONES, CAI AUCTIONEER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into the Auction Sale Agreement with David Jones, CAI Auctioneer, [400 East High Street, Flushing, OH, 43977](#), to conduct the annual Belmont County Auction to be held Monday, August 19, 2019, beginning at 4:00 p.m. at Jones Auction Center.



AUCTION



AUCTION



400 East High Street • Flushing, OH 43977  
Phone: (740) 968-3710 • Fax: (740) 968-3690  
Cell: (740) 391-3710

Auction Sale Agreement

Date 7/5/19

1. I hereby grant unto David Jones the exclusive right and authority to sell the personal property of Bel Cty Commissioners described on the auction inventory or auction advertising at public auction. Located at Jones Auction Center County Be State Ohio

2. Auction will be held on Monday August 19th - 2019 4:00 PM  
Date Year Time

3. I have the full power and authority to sell the personal property and that the said property is free and clear of all liens and encumbrances Except as follow: None

4. I agree to pay David Jones Auctioneer a commission of 10 percent of the gross proceeds of personal property.  
— percent of — and — percent of — Minimum fee of —

5. I the seller agree to pay for all paper ads. Approx. price of \_\_\_\_\_ and the following other expenses  
No other Expenses

6. The terms and conditions are Cash or a good check day of auction. Collection of bad checks, debts and collection of unpaid money will be the responsibility of David Jones Auctioneer in cooperation of the seller.

7. The auctioneer's policy will ~~not~~ accept absentee bids.

8. All proceeds will be deposited in David Jones escrow account. Settlement will occur within 15 days of the date of the auction unless advised otherwise.

9. Any unsold items will be the responsibility of the seller. The auctioneer will dispose of (Unsold items at our auction center)

10. Auction shall be a reserve auction as defined in ORC 4707.01

11. I AGREE NOT TO SELL OR REMOVE ANY ITEMS FROM THE PREMISES AFTER THE DATE OF THIS CONTRACT EVEN THOUGH THEY MAY NOT BE ON ANY ADVERTISEMENT

12. The seller agrees to indemnify and save harmless David Jones and his employees, against any and all claims, demands, action or causes of action whatsoever in any manner arising by the execution of this contract.

13. It is mutually agreed that this contract shall be binding upon the undersigned and the separate heirs, administrators, executors, assigns and successors in interest of the undersigned.

14. The auctioneer may hire other auctioneers to assist him in any auctions he may conduct.

15. The undersigned auctioneer is licensed by the Ohio Department of Agriculture and bonded by the state of Ohio under the auction recovery fund.

16. In witness whereof the parties have hereunto executed this contract in duplicate on the date set forth above.

17. I have read the above contract and agree to the conditions thereof. I hereby acknowledge receipt of a copy of this agreement.

By [Signature] Address \_\_\_\_\_ Ph. \_\_\_\_\_

By [Signature] Address \_\_\_\_\_ Ph. \_\_\_\_\_

Auctioneer: David Jones Auction APPROVED AS TO FORM: Probate No: \_\_\_\_\_  
Attorney: 8-7-19

[Signature] PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AGREEMENT FOR ENGINEERING SERVICES WITH HAMMONTREE & ASSOCIATES, LTD/ANIMAL SHELTER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign an agreement for engineering services with Hammontree & Associates, Ltd. in the lump sum fee of \$1,000.00 to design a dog kennel expansion at the Belmont County Animal Shelter.



RECEIVED

JUL 31 2019

BELMONT COUNTY COMMISSIONERS

**HAMMONTREE & ASSOCIATES, LIMITED**

*Engineers Planners Surveyors*

104 Newell Avenue  
St. Clairsville, Ohio 43950

Phone (740) 695-7237  
www.hammontree-engineers.com

July 26, 2019

**Belmont County Commissioners**

101 West Main Street  
St. Clairsville, Ohio 43950

**Attn: Mr. Jack Regis, Belmont County Facilities Manager**

**Re: Professional Engineering Services  
Belmont County Animal Shelter, Dog Kennel Expansion  
45244 National Road West, St. Clairsville**

Dear Mr. Regis:

As requested, Hammontree & Associates is submitting this proposal to design a dog kennel expansion, which will require several structural openings through the load bearing block wall. On Thursday, May 30, you, Lisa Williams, and I met at the shelter to discuss the work needed and how it could be accomplished.

Based on that conversation, our Engineering Services will include plan and detail drawings of the installation of guillotine kennel doors in the outer wall of the shelter building.

Upon approval of this proposed agreement, I will visit the facility again and take measurements of the inside and outside of the wall, taking note of existing utility and structural items that would be impacted by the proposed work. Ms. Williams will provide information needed on the type and size of the kennel doors and either of you will confirm which utility items can be moved or demolished to make way for the new openings and doors.

The above engineering services will be completed for a lump sum fee of **\$1,000.00**. We will provide two printed copies and a PDF electronic copy of plans sealed by me, a registered engineer in Ohio.

**Additional Services**

If additional services are requested, we will negotiate an Extra Services Memo based on our current hourly rates and copying costs. No additional services will be performed until a signed Extra Services Memo is received from the Client.

This letter of agreement and the attached modified Standard Terms and Conditions for 2019 represents the entire understanding between you and Hammontree & Associates, Limited in respect to this project. This proposal is good for 60 days. If this satisfactorily meets your understanding of our agreement, we

August 7, 2019

**Belmont County Animal Shelter**  
**Attn.: Mr. Jack Regis**  
**July 26, 2019**  
**Page 2**

would appreciate the signing of this agreement and returning one copy to our office. We can immediately begin work upon receiving a faxed or electronically transmitted copy of this signed letter.

Sincerely,

**HAMMONTREE & ASSOCIATES, LTD.**



Daniel R. Garcia, P.E.  
Project Manager

Belmont County Animal Shelter  
Attn.: Mr. Jack Regis  
July 26, 2019  
Page 3

Approval for Fee of \$1,000.00

Belmont County Animal Shelter  
Dog Kennel Expansion  
45244 National Road West  
St. Clairsville, Ohio

Accepted this 7th day of AUGUST, 2019

X [Signature]  
X [Signature] X [Signature]

Signature JOSH MEYER

JERRY ECHEMANN J. P. DUTTON

Printed Name

BELMONT COUNTY COMMISSIONERS  
Title

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM TUDI MECHANICAL SYSTEMS/DEPT. OF JOB AND FAMILY SERVICES

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept proposal from TUDI Mechanical Systems in the amount of \$13,500.00 to provide and install Spyder Controllers for operation of the HVAC unit at the Department of Job and Family Services.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION OF NOVEMBER 16, 2005.



**ADOPTING THE EROSION & SEDIMENT CONTROL REGULATIONS**

Move made by Mr. Meyer, seconded by Mr. Echemann to rescind the motion of November 16, 2005, adopting the Belmont County Erosion & Sediment Control Regulations.

Note: This is now under the EPA's jurisdiction.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF OFFERING TO PURCHASE A PERMANENT EASEMENT AND TEMPORARY EASEMENT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to offer to purchase a permanent easement and a temporary easement, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District, across parcel nos. 26-01941.000 and 26-03103.000.

Note: The permanent easement is needed to expand the size of the existing water line easement across the property. The temporary construction access easement is for a one-year period and is needed in order to perform required repair, maintenance and replacement to an existing water line.

**OFFER TO PURCHASE PERMANENT EASEMENT AND TEMPORARY EASEMENT**

This Offer of Purchase ("Offer") is made this 7th day of August, 2019, by the Belmont County Commissioners, Belmont County, Ohio, on behalf of the Belmont County Water and Sewer District through its agent, Kelly Porter, Director of the Belmont County Water and Sewer District. The Belmont County Commissioners hereby offer to purchase a permanent easement and temporary easement across Parcel Nos. 26-01941.000 and 26-03103.000 currently owned by you. The easements are described on the map attached to this offer. These easements are necessary in order to construct, repair, and maintain a water line which currently exists on each of these properties pursuant to easements previously granted by your predecessor in title.

The Belmont County Commissioners offer to pay to you the sum of \$350.00 for acquisition of the 0.036 acre permanent easement, and \$750.00 for the temporary construction access easements over 1.623 acres which temporary easement will be utilized for a period of one (1) year. The total amount offered for these easements is \$1,100.00.

You have Twenty-one (21) days from the date this offer is presented to you to accept this offer. You may accept the offer by signing your acceptance below and returning it to Kelly Porter at the Belmont County Water and Sewer District, P. O. Box 457, St. Clairsville, Ohio 43950, within the 21-day period.

If the offer is accepted, you will be contacted to arrange a closing. At the closing you will be required to execute an easement agreement which grants to Belmont County, Ohio, the permanent easement and temporary easements described herein. Upon execution of that document you will receive your check for \$1,100.00.

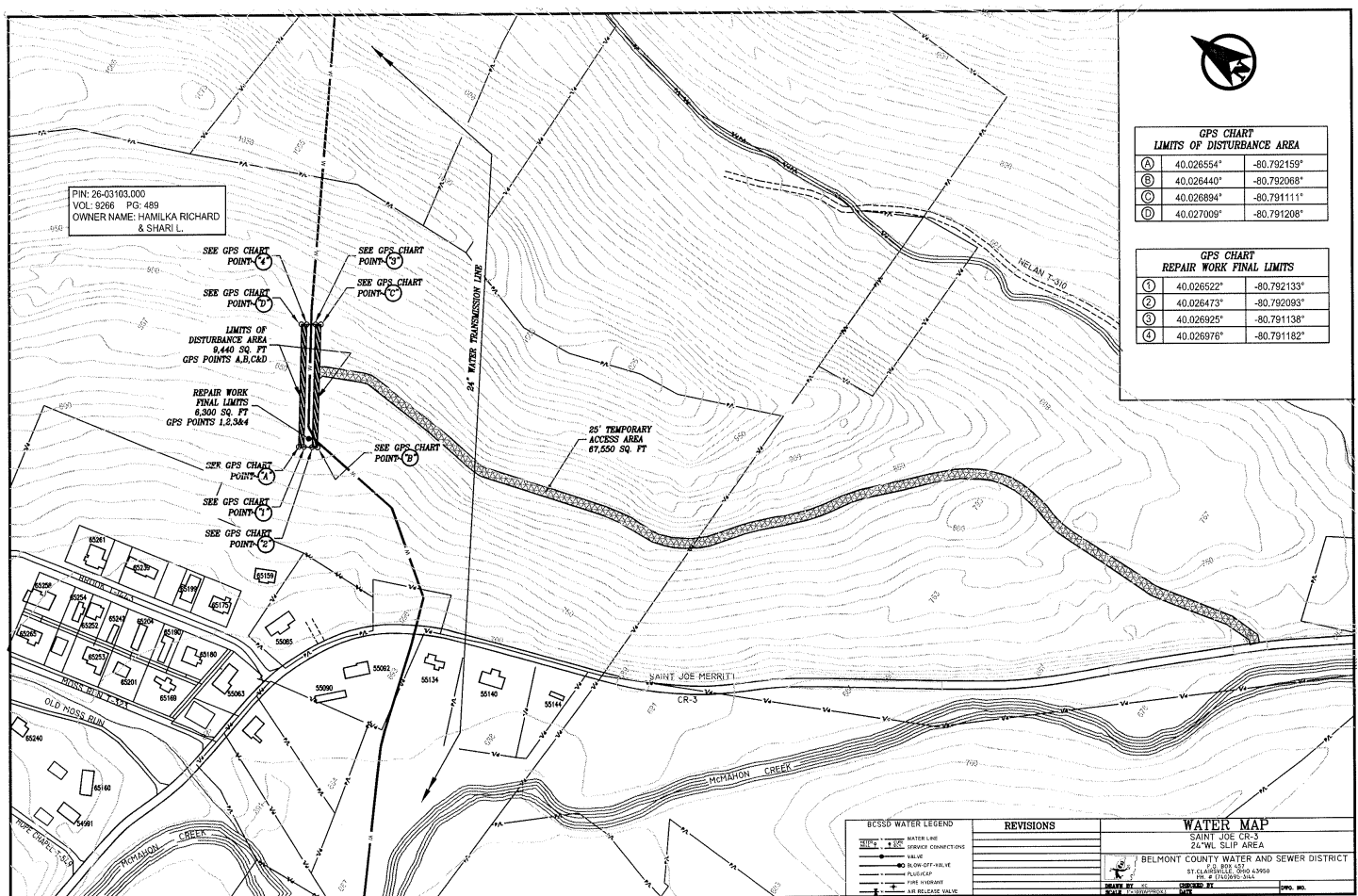
Belmont County will pay for the preparation of the easements agreement and for recording the same.

BOARD OF COUNTY COMMISSIONERS, BELMONT COUNTY, OHIO on behalf of the BELMONT COUNTY WATER AND SEWER DISTRICT

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

OFFER ACCEPTED:

Richard A. Hamilka \_\_\_\_\_ Date \_\_\_\_\_  
 Shari L. Hamilka \_\_\_\_\_



Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes

Mr. Dutton Yes

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BELMONT COUNTY COMMISSIONERS, FAMILY AND CHILDREN FIRST COUNCIL AND PATRICIA GREEN-WALLACE**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Commissioners, The Family and Children First Council and Patricia Green-Wallace for services as the Belmont County Family and Children First Council Coordinator in a not to exceed amount of \$11,700.00, effective August 7, 2019 through June 30, 2020.

**PURCHASE OF SERVICE CONTRACT BETWEEN  
THE BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL  
AND  
PATRICIA GREEN-WALLACE FOR SERVICES AS THE  
BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL COORDINATOR**

This agreement is made and entered into on August 7, 2019, by and between the Belmont County Family and Children First Council, hereinafter referred to as “**Council**”, its Administrative Agent, being the Belmont County Department of Job and Family Services, hereinafter referred to as “**Administrative Agent**”, and Patricia G. Green-Wallace, Coordinator of the Belmont County Family and Children First Council, hereinafter referred to as “**Provider**”.

**Article I Effective Dates**

This contract shall extend from August 7, 2019 through June 30, 2020, inclusive, unless otherwise terminated pursuant to Article IV, and may be extended beyond the time period upon the execution of a written amendment pursuant to Article IV, contingent upon available funding.

**Article II Amount of Contract/Payments**

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$11,700.00.
- B. The **Provider** certifies that all costs are allowable and appropriate, and services submitted for payment were actually-provided. The **Provider** will establish and maintain all fiscal records as needed and required to justify expenditures, including, but not limited to, time sheets, travel logs and receipts for all claimed expenses.
- C. The **Provider** agrees to submit an invoice to the **Administrative Agent** so that funds may be drawn and payment made for services rendered. The invoice cannot exceed the amount of this contract and must be received by the **Administrative Agent** during the contract period.
- D. The **Provider** agrees to charge the **Council** at a rate of \$15.00 per hour for time charged for work performed as the Belmont County Family and Children First Coordinator.
- E. The **Provider** assumes all liability for any federal, state, and/or local income taxes and/or fees incurred while performing duties as the Belmont County Family and Children First Coordinator.
- F. The **Administrative Agent** will review invoices for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of an invoice. The reported expenditures submitted are subject to adjustment by the **Administrative Agent** before such payment is authorized to adjust for mathematical errors, incorrect rates, and/or unallowable costs. Such invoices are subject to audit by appropriate federal, state, and/or local officials.
- G. 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 III General Regulation**

- A. All documents, reports, data, photographs, negatives, electronic reports and records, and other media produced under this agreement or with funds provided by this contract are the property of the **Council** and **Administrative Agent**, which has unrestricted rights to reproduce, distribute, modify, maintain, and use. All materials and items produced under this contract will be made freely available to the general public unless the **Administrative Agent** determines that, pursuant to federal and state laws, the materials are confidential.
- B. 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, Health and Human Services grant guidelines, and Ohio Department of Job and Family Services rules. The **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating the Help Me Grow Program, including planning and participating in site visits.
- C. The **Provider** will schedule meetings of the **Council** at least bi-monthly in odd number months in coordination with the membership of the **Council**, or as deemed necessary by the **Council**.
- D. The **Provider** will be responsible for taking minutes of **Council** meetings and providing copies of such prior to subsequent meetings. The **Provider** will submit bi-monthly reports on program issues and concerns, successes and expenditures to the **Council** and **Administrative Agent**.
- E. The **Administrative Agent** 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 **Administrative Agent**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Administrative Agent** 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 **Administrative Agent**, to be identified by the **Administrative Agent**, will communicate all instructions to the **Provider**. The **Provider** agrees to consult with the **Administrative Agent** as necessary to ensure understanding and the success of completion of the contract activities.

**Article IV 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 **Administrative Agent**. 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 **Administrative Agent** in the amount adequate to support the services and activities under this agreement, as determined by the **Administrative Agent**, the **Administrative Agent** may terminate this agreement. The **Administrative Agent** 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 **Administrative Agent** reserves the right to terminate this agreement immediately upon delivery of a written

notice to the **Provider** if the **Administrative Agent** 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 V Limitation of Liability**

The **Provider** agrees to hold the **Administrative Agent** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. The **Provider** will reimburse the **Administrative Agent** 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 **Administrative Agent** to do so. The **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Administrative Agent** 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 **Administrative Agent** 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 **Administrative Agent'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 **Administrative Agent** knew or should have known of the possibility of such damages.

**Article VI 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 **Administrative Agent** 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 **Administrative Agent** 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 **Administrative Agent** 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 **Administrative Agent** 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 **Administrative Agent**, 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 **Administrative Agent**. 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 **Administrative Agent** 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 **Administrative Agent**, 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 VII 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> Vince Gianangeli, Director Belmont County Department of Job and Family Services	<u>8-1-19</u> Date
<u>Christine Parker /s/</u> Christine Parker, Chairperson Belmont County Family and Children First Council	<u>8-1-19</u> Date
<u>Patricia G. Green-Wallace /s/</u> Patricia G. Green-Wallace, Coordinator Belmont County Family and Children First Council	<u>07-30-2019</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, President Belmont County Board of Commissioners	<u>8-7-19</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Vice-President Belmont County Board of Commissioners	<u>8-7-19</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>8-7-19</u> Date
Approved as to form: <u>David K. Liberati /s/ Assist. P.A.</u> Belmont County Prosecutor	<u>8-2-19</u> Date

Upon roll call the vote was as follows:

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

Mr. Meyer noted Patricia Green-Wallace will be replacing Kathy King.

**IN THE MATTER OF SIGNING THE GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES WITH ODYS /OAKVIEW**

Motion made by Mr. Echemann, seconded by Mr. Dutton to authorize Commission President Josh Meyer to sign and enter into the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$1,399,407.00 for the period beginning July 1, 2019 to June 30, 2020.

**Ohio Department of Youth Services**

**GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES**

This Grant Agreement is made and entered into by and between the State of Ohio, Department of Youth Services (hereinafter referred to as "Department") and the Oakview Juvenile Residential Center (hereinafter referred to as "Grantee") located in Belmont County.

The Grantee has made application to the Department to fund a sixteen-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of \$1,399,407.00 for the period beginning July 1, 2019, and ending June 30, 2020, subject to the terms and conditions of this agreement.

**A. TERMS AND CONDITIONS:**

1. The Grantee agrees to implement the plan as outlined in the grant application submitted by the Grantee and approved by the Department (including any conditions hereafter imposed by the Department for purposes of provisional approval), which is attached hereto as Appendix A, and incorporated herein by reference.
2. The Grantee agrees to comply with Ohio Administrative Code Chapter 5139-36-03, "Administration of community corrections facilities: responsibilities of the grantee." And 5139-36-05, "Fiscal management and budgetary requirements." and Ohio Revised Code Section 5139.36, and other related sections.
3. The obligations of the Department under this agreement are subject to the determination of the Director that sufficient funds have been appropriated by the General Assembly to the Department for the purposes of this agreement and to the certification of the availability of such funds by the Director of Budget and Management as required by R.C. 126.07.
4. The initial amount of funding approved by the Department under this agreement is subject to quarterly review by the Department and may be increased or reduced based upon occupancy, operational and maintenance needs of the Facility and availability of funds. Budget adjustments will not be made without this review. The Facility will be notified in writing of any change in the initial funding within 10 working days after the review of the budget. The decision of the Director shall be final and is not appealable.
5. The Grantee agrees that it will not employ as staff, or on a contract basis, any employee of the Department.
6. The Grantee will make its best efforts to augment the funding received from the Department through other funding resources, including but not limited to: tuition reimbursement, Medicaid, NSLA, and other sources identified by the Department.
7. The Grantee agrees that the only youth admitted and served by the Facility shall be those who would have otherwise been committed to the Department.
8. The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.

**B. PROGRAM EVALUATION:**

1. The Grantee shall maintain statistical records for the grant in the format and frequency as established by the Department.
2. The Grantee shall prepare and submit to the Department a report comprised of statistical data pursuant to the Department's instructions.
3. The Grantee shall prepare and submit to the Department reports comprised of the statistical data set forth above based upon the time frame established by the Department.
4. The Grantee agrees to maintain intake and assessment forms for each youth referred or placed in the Facility.
5. The Grantee acknowledges that failure to comply with Items (B) (1) through (4) of this Grant Agreement may result in delayed grant payments to the Grantee.

**C. COMPLIANCE:**

1. The Grantee agrees that it will cooperate with and provide any additional information as may be required by the Department to fulfill its obligation in the administration and evaluation of the facility and program.
2. The Grantee understands that failure to comply with the rules of Chapter 5139-36, of the Ohio Administrative Code, which are applicable under this Grant Agreement, may be cause for the Director of the Department of Youth Services to terminate further funding. Furthermore, the Grant Agreement may be terminated by the Department if:
  - a. There has been a reduction in the quality and extent of the program services.
  - b. There has been a financial or audit disclosure involving misuse of state funds.
  - c. A substantial reduction in commitments to the Department is not achieved, as indicated in the approved plan.
  - d. Program modifications required by the Department are not made.

3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.
4. The Grantee understands that, per OAC 5139-36-07(D), fiscal audit findings, once resolved, shall be paid from the governing county's general fund. The governing county's fiscal agent shall be required to refund to the department from the governing county's general fund the amount of the fiscal finding within forty-five days of notification unless an appeal of the exception is filed. For a multi-county facility, the amount of the fiscal finding may be refunded to the department, in accordance with a multi-county agreement, from the general revenue fund of multiple counties, provided that all counties in the multi-county facility have agreed as documented through the terms of the annual grant agreement signed by all the counties.

**D. TERMINATION:**

1. The Department shall provide written notice to the Grantee of any intention to terminate funding. This notice will be provided thirty (30) days prior to any such action being taken.
2. The Grantee shall have thirty (30) days following the receipt of such notice to present a request for reconsideration to the Director of the Department of Youth Services. The decision of the Director shall be final and is not appealable.
3. Either the Department or the Grantee may terminate this agreement without cause, by providing the other party written notification of the date of the termination, which shall not be less than thirty (30) days from the date of the written notice.

**E. AUTHORIZED SIGNATURES:**

**THE OHIO DEPARTMENT OF YOUTH SERVICES:**

Director	_____	Date	_____
<b>FACILITY:</b>			
<i>John M. Rowan /s/</i>	_____		<u>7/31/19</u>
Facility Administrator		Date	
Community Correctional Facility			
<b>GOVERNING BOARD (one for each member):</b>			
<i>Albert E. Davies /s/</i>	_____		<u>8/1/19</u>
Governing Board Member		Date	
Honorable Albert E. Davies			
Belmont County Juvenile Court			
<b>COUNTY COMMISSIONER (Physical Plant Site):</b>			
<i>Josh Meyer /s/</i>	_____		<u>8/7/19</u>
		Date	

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ASSIGNING AUTHORITY TO THE BELMONT COUNTY ENGINEER TO ADVERTISE FOR BIDS FOR HIS DEPARTMENT AS NEEDED**

Motion made by Mr. Meyer, seconded by Mr. Echemann to assign authority to the Belmont County Engineer to advertise for bids for his department as needed.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO A ROADWAY USE MAINTENANCE AGREEMENT WITH AMERICAN TRANSMISSION SYSTEMS, INC. (A FIRST ENERGY COMPANY)/ENGINEER'S**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into a **Roadway Use Maintenance Agreement** with American Transmission Systems, Inc.(a First Energy company), effective August 7, 2019, for project activity at 0.86 miles of CR 48 (Wegee Road) and 2.62 miles of CR 4 (Hawthorne Hill Road) at the Holloway-Dilles Bottom Transmission Line.

*Note: Bond No. K15459918 for \$1,038,000 on file.*

**BELMONT COUNTY ROADWAY USE AND MAINTENANCE AGREEMENT FOR DRILLING PROJECTS AND INFRASTRUCTURE**

**THIS AGREEMENT** is entered 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 AMERICAN TRANSMISSION SYSTEMS, INCORPORATED, A FIRSTENERGY COMPANY, whose address is 76 South Main St. Akron, OH 44308 (Hereafter "Operator"), and shall be as follows:

**RECITALS**

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

**WHEREAS**, Operator intends to expand the substation and rebuild portions of the Holloway-Dilles Bottom Transmission Line, (hereafter collectively referred to as "project") located in Mead Township, in Belmont County, Ohio; and

**WHEREAS**, Operator intends to use 0.86 miles of CR-48 (Wegee Road) and 2.62 miles of CR-4 (Hawthorne Hill Road) (collectively, and with all existing bridges and improvements, "Roads") for the purpose of ingress to and egress for the purpose of expanding the substation and rebuilding the Holloway-Dilles Bottom Transmission Line (hereinafter referred to as "Project Activity"); and

**WHEREAS**, Authority and Operator desire to enter into an agreement providing for the repair and maintenance of the Roads during Project Activity;

**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 maintain and, if necessary, repair the Roads to the condition prior to Project Activity, or as modified pursuant to Appendix A, and to repair any damages to the Roads, as a result of Project Activity;

**FURTHER**, if the Authority and Operator agree, in writing, this Agreement shall also cover any necessary strengthening or upgrading of the Roads necessary for Project Activity.

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

1. The portion of CR-48 (Wegee Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of OH-147 and ending at the intersection of TR-296 (Cash Ridge Road). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-48 (Wegee Road) for any Project Activity.

2. The portion of CR-4 (Hawthorne Hill Road), to be utilized by Operator hereunder, is that exclusive portion beginning at the intersection of OH-147 and ending at the Holloway-Dilles Bottom substation facility entrance (located near 39.967062, -80.805649). It is understood and agreed that the Operator shall not utilize any of the remainder of CR-4 (Hawthorne Hill Road) for any Project Activity.

3. If the Authority and the Operation mutually agree that any portion of the Roads require strengthening and/or upgrading, such strengthening and upgrading shall be adequate for the Project Activity. Upgrading and strengthening shall be at Operator's sole expense with the advice and approval of the County Engineer as detailed in Appendix A. Once the Roads are upgraded or strengthened, the Roads shall be maintained by Operator, at Operator's sole expense, throughout the term of this Agreement, in the same condition. The maintenance of the

Roads includes the use of a commercially recognized dust palliative to control the airborne dust created and/or contributed by the Operator or the Operator’s contractors or agents.

4. Either the Operator or the Authority may terminate this Agreement with just cause following 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. Following final inspection, the parties shall meet, and all restoration resulting from Operator’s Project Activity shall be identified and thereafter completed by the Operator, 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 excepted for the reasons provided below, prior to the Project Activity on the Roads, 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 Project Activity on the roads by Operator. The amount of the bond or surety shall be in an amount of \$1,038,000 & 00/100 DOLLARS (\$400,000 for paved road per mile and \$200,000 for chip/seal road per mile). 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 Roads provided by the Operator and mutually acceptable to the Authority and Operator demonstrates that the Road’s condition is adequate for the expected traffic necessary for Project Activity.
- b. The Operator provides a geotechnical analysis of the Roads, mutually acceptable to the Authority and Operator, and based on that analysis, an Operator and Authority-approved maintenance plan for the Roads or an Operator and Authority-approved preventative repair plan of the Roads is attached to, and is adopted as part of, this Agreement.
- c. The Operator has provided a sufficient bond or surety acceptable to 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 under this Agreement, 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 must obtain any require local permits.

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 .

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 mutually acceptable resolution.

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, The Operator agrees that it will comply with all applicable laws, including, if necessary and applicable, 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

11. Operator assumes all liability for subcontractors and or agents working on Operator’s behalf.

12. This Agreement shall be binding upon Operator and Authority, and their respective successors and assigns. This Agreement is the entire agreement of the Parties and it can be amended only by written agreement signed by both Parties.

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.

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

16. This Agreement shall be in effect on August 7, 2019.

Executed in duplicate on the dates set forth below.

**Authority**

By: Josh Meyer /s/  
Commissioner/Trustee

By: Jerry Echemann /s/  
Commissioner/Trustee

By: J. P. Dutton /s/  
Commissioner/Trustee

By: Terry Lively /s/  
Commissioner/Trustee

Dated: August 7, 2019

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

Upon roll call the vote was as follows:

**Operator**

By: Kathleen S. McIntyre /s/

Printed name: Kathleen S. McIntyre

Company Name: First Energy Corporation

Title: Supervisor-Transmission Project Management

Dated: July 29, 2019

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

**9:30 Linda Mehl RN, BSN, CLC & Lori DeCoy RN, SSN, CLC, Belmont County WIC Department**

**Re: Breastfeeding Awareness Month Proclamation**

Ms. DeCoy explained the benefits of breastfeeding and the support programs offered by WIC. She said breastfeeding is the most nutritional way to feed the baby and both the mother and baby benefit from breastfeeding. They also offer support to mothers that cannot or choose not to breastfeed. They thanked the board for adopting the proclamation to bring awareness to this issue.

**IN THE MATTER OF ADOPTING THE PROCLAMATION IN RECOGNITION OF BREASTFEEDING AWARENESS MONTH**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the proclamation in recognition of Breastfeeding Awareness Month

**PROCLAMATION  
IN RECOGNITION OF  
BREASTFEEDING AWARENESS MONTH 2019**

**WHEREAS**, exclusive breastfeeding for the first six months of life as recommended by the American Academy of Pediatrics provides the best possible start to life in all areas of development; and

**WHEREAS**, the health benefits of breastfeeding for an infant may include a reduced risk of obesity later in life, reduced risk of sudden infant death syndrome, fewer ear and respiratory infections, a reduced risk of developing both juvenile and type-2 diabetes and an average increase of six points in IQ at age 6.5; and

**WHEREAS**, mothers receive benefits from exclusive breastfeeding that last a lifetime. Specifically, the longer that mothers breastfeed, the lower their BMI, blood pressure, triglycerides, waist circumference, and LDL cholesterol. Longer duration of breastfeeding also lowers mothers’ risk of type-2 diabetes and metabolic syndrome. Evidence shows that mothers who exclusively breastfeed have a lower risk of depression; and

August 7, 2019

**WHEREAS**, a 2010 study published in *Pediatrics* found that if 90 percent of new mothers breastfed, the U.S. would save \$13 billion dollars per year in healthcare costs and may prevent more than 900 deaths. Breastfeeding also protects the environment by decreasing energy used to process formula and dispose of container waste; and

**WHEREAS**, despite these benefits, the CDC 2018 Breastfeeding Report Card found that only 70 percent of Ohio babies are fed any breast milk and only 23.7 percent of these babies are breastfed exclusively for six months as recommended; and

**WHEREAS**, the Surgeon General has issued a *Call to Action to Support Breastfeeding* which in part focuses on the need for communities to increase societal support for breastfeeding. Support of the community and society in general for the choice to breastfeed is essential for mothers to breastfeed exclusively for the recommended amount of time.

**NOW, THEREFORE, BE IT RESOLVED**, The Board of Belmont County Commissioners does hereby proclaim the month of August, 2019 as **BREASTFEEDING AWARENESS MONTH** throughout the County of Belmont, and urge all citizens to join in supporting breastfeeding as a high priority for healthier babies in Belmont County.

Adopted this 7th day of August, 2019.

**BELMONT COUNTY COMMISSIONERS**

Jerry Echemann /s/

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:16 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 employment and discipline of public employees.

Upon roll call the vote was as follows:

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

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

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

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there will be no action taken at this time.

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:15 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:15 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 14<sup>th</sup> day of August, 2019.

Josh Meyer /s/

J.P. Dutton /s/ COUNTY COMMISSIONERS

Jerry Echemann – Absent

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