

St. Clairsville, Ohio

January 22, 2020

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: J. P. Dutton, Jerry Echemann and Josh Meyer, 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. Dutton, 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 \$5,198,111.06

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

| FROM | TO | AMOUNT |
|--|---|------------|
| E-0051-A001-A50.000 Budget Stabilization | E-0064-A002-A09.000 Appellate Court Dist. | \$2,841.00 |
| E-0051-A001-A50.000 Budget Stabilization | E-0252-A008-C01.000 Fees-Registration | \$14.40 |

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated January 22, 2020, 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:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

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

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-John Markus to Morgantown, WV, on January 23, 2020, to serve an emergency guardianship.

DJFS-Mike Schlanz, Stephanie Frey, Sarah Smith and Lisa Davis to Cadiz, OH, on January 30, 2020, to attend the Area Workforce meeting. A county car will be used for travel. Estimated expenses: \$60.00. Lori O’Grady to Lewis Center, OH, on February 2-4, 2020, to attend the OHPELRA Conference. Estimated expenses: \$487.50. Kathaleen Dobson so Columbus, OH, on January 22, 2020, to attend the BSH-County Workgroup-State Hearings meeting. Estimated expenses: \$144.95.

ENGINEERS-Terry Lively and Daniel Boltz to Columbus, OH, on January 30-31, 2020, to attend the 2020 Annual Ohio County Engineers Conference. Estimated expenses: \$900.00. Terry Lively to Columbus, OH, on February 19, 2020, to attend the 2020 Professional Land Surveyors Conference & Trade Show. Estimated expenses: \$1,000.00.

HR DEPARTMENT-Katie Bayness to Lewis Center, OH, on February 2-5, 2020, to attend the OHPELRA Annual Training Conference. A county vehicle will be used for travel. Estimated expenses: \$174.50.

SENIORS-Kay Driscoll to Marietta, OH, on February 4, 2020, for a senior outing to Campus Martius Museum. Maxine Jurovcik to Wheeling, WV, on February 6, 2020, for a senior outing to Wheeling Downs. Denise Starr to Wheeling, WV, on February 18, 2020, for a senior outing to the River Edge Restaurant. Mary Beth Tennant to Triadelphia, WV, on February 27, 2020, for a senior outing to Cheddar’s Restaurant. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of January 15, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE EXECUTION OF THE PROGRAMMATIC AGREEMENT
FOR COORDINATION BETWEEN BELMONT COUNTY AND THE OHIO HISTORIC PRESERVATION
OFFICE FOR ADMINISTRATION OF PROGRAMS USING HUD ALLOCATED FUNDS WITH DELEGATED
REVIEW RESPONSIBILITIES AUTHORIZED UNDER 24 CFR PART 58

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to execute the **Programmatic Agreement for Coordination between Belmont County and the Ohio Historic Preservation Office for the Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58.**
Note: This agreement is for all HUD funded programs and allows communities a more flexible review process for housing activities under the Community Housing Improvement Program (CHIP).

Belmont County Programmatic Agreement (expires December 31, 2024)

**PROGRAMMATIC AGREEMENT
for Coordination
between
Belmont County
and the
Ohio State Historic Preservation Office
for the
Administration of Programs Using HUD Allocated Funds with Delegated Review
Responsibilities Authorized Under 24 CFR Part 58**

WHEREAS, the U.S. Department of Housing and Urban Development ("HUD") has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Development Services Agency ("State"); and

WHEREAS, the State has awarded CDBG and other funds to Belmont County (hereinafter referred to as "grantee"); and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places ("National Register"); and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act ("NHPA") (54 U.S.C. § 306108); and

WHEREAS , the grantee has consulted with the Ohio State Historic Preservation Officer regarding the implementation of this agreement and public notification procedures and invited it to concur in this agreement; and

Belmont County Programmatic Agreement (expires December 31, 2024)

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

STIPULATIONS

I. New Construction & Archaeology

New construction is not exempt and must be submitted to the SHPO for review.

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This stipulation shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

- A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.
 - 1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.
 - 2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.
- B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:
 - 1. Non-Construction Work and Development, General Exclusions
 - a. Public service program that does not physically impact buildings or sites.
 - b. Architectural and engineering design fees and other non-construction fees and costs.

Belmont County Programmatic Agreement (expires December 31, 2024)

- c. Rental or purchase of equipment that does not physically impact buildings or sites.
- d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
- e. Mortgage refinancing or purchasing of a property where no change in use, new construction, or rehabilitation will occur.
- f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
- g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
- h. Rehabilitation of mobile and manufactured homes.
- i. Loans used to fund rehabilitations of buildings less than fifty years old.

2. Site Work

- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur; the replacement in kind of concrete sidewalks where no change in width occurs.
- b. New curb cuts and simple accessibility improvements at roadway crossings to meet ADA requirements. Any improvements that require retaining walls or multiple levels shall be submitted for review.
- c. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
- d. Installation of exterior lighting fixtures on poles outside of individual properties, including parking lots, sidewalks, and freestanding yard lights; installation of new or replacement lighting fixtures that are to be attached to a building less than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
- e. Installation of emergency public warning sirens on existing poles and new poles; installation of emergency public warning sirens to a building less than than fifty years old.
- f. Within previously excavated trenches, the repair, maintenance, or replacement of existing residential water and sanitary sewer connections and lines. This exemption does not apply to the installation of water or sewer main lines, but only to connections between individual properties and existing public systems.
- g. Repair, in kind replacement, or reconstruction of existing catch basins.

Belmont County Programmatic Agreement (expires December 31, 2024)

- h. Replacement of utility meters on buildings in the same location as existing.
- 3. Exterior Rehabilitation
 - a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
 - b. Repair (not replacement) of porches, cornices, exterior siding, doors, windows, balustrades, stairs, or other trim as long as any new materials matches existing features in composition, design, color, texture, and other visual and physical qualities.
 - c. Foundation repair. Repointing of foundation masonry is exempt only on secondary elevations. If the building is on a corner lot, repointing of foundation masonry is not exempt on the elevations that face the streets.
 - d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulate paint. No abrasive cleaning is permitted for the removal of any building materials.
 - e. Caulking, reglazing, and weather-stripping.
 - f. Installation of screens and storm windows, provided that they:
 - i. Completely fill the original window opening.
 - ii. Match the meeting rail or other major divisions.
 - iii. Interior storms must not cause damage to the original interior trim.
 - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
 - g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
 - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
 - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
 - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.
- 4. Interior Rehabilitation
 - a. Repair of existing basement floors or the installation of new basement floors.
 - b. Installation of attic insulation.
 - c. Repair (not replacement) of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.

Belmont County Programmatic Agreement (expires December 31, 2024)

- d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan. Venting allowed through roof or secondary wall.
 - e. Installation of new furnace, boiler or water heater; furnace cleaning or repair.
 - f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural features or decorative features.
 - g. Installation of new ceiling openings for attic access or pull-down stairs; removal and sealing up of obsolete pull-down stairs.
 - h. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
 - i. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.
- C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.
- D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

III. Project Review

- A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO:
- 1. Project location, including a map;
 - 2. Project description, including work write-ups, plans, or specifications, as appropriate;
 - 3. Color photographs of all elevations of the building or site;
 - 4. Date any buildings in the project area were built;
 - 5. Statement of whether any properties in the project area are listed in or eligible for listing in the National Register;
 - 6. If there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.
- B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:
- 1. Condition assessments for various historic elements;
 - 2. An explanation of the goals of the undertaking;

Belmont County Programmatic Agreement (expires December 31, 2024)

3. Alternative treatments considered and cost estimates for each;
 4. Life cycle maintenance costs related to each alternative;
 5. Proposed measures to mitigate or minimize adverse effects;
 6. Available marketing studies; and
 7. Any other information that warrants consideration.
- C. At the discretion of the grantee, SHPO's Section 106 Project Summary Form can be used to satisfy Stipulation III A & B.
- D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that:
1. The SHPO concurs with the grantee's decision about eligibility and effect;
 2. The SHPO disagrees with the grantee's decision about eligibility and effect; or
 3. The SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.
- E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and the review process, in accordance with 36 CFR Part 800, will be complete.
- F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800 to complete consultation.
- G. Any disagreements regarding the National Register eligibility of historic properties may be resolved through the grantee requesting a Determination of Eligibility from the Keeper of the National Register of Historic Places, as described in 36 CFR Part 63. Any disagreements regarding project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

Belmont County Programmatic Agreement (expires December 31, 2024)

V. Public Involvement and Participation

- A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.
 - 1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.
 - 2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.
- B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects
- C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

VI. Post Review Discovery

- A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Part 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.
- B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact SHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with SHPO, DSA and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.
- C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon

Belmont County Programmatic Agreement (expires December 31, 2024)

representatives of DSA and HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

- A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.
- C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

- A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.
 - 1. For each exempted undertaking the list will include the project location, the age of the building or its date of construction, a full description of each activity undertaken, PA Stipulation used to exempt project from review and name and title of grantee staff member who exempted project from review. The description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.
 - 2. The grantee should also include in their submission three (3) random samples of exempt projects, on buildings (50) years or older, with copies of the information that was available to support the project's consideration under the terms of this agreement.
- B. If the grantee did not exempt any undertakings from review under the terms of this agreement during the calendar year, it still must inform the SHPO of the lack of exemptions by letter notification.

Belmont County Programmatic Agreement (expires December 31, 2024)

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2024 and may be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XI. Emergencies

A. In the event that the grantee determines that a project must be completed on an emergency basis due to an imminent threat to life or property or in response to a natural disaster or emergency, the grantee may set aside the timeline established in Stipulation III to facilitate expedited review by the SHPO.

1. The grantee shall notify the SHPO in advance by phone of its intention to submit a project for emergency review.
 - a. Cover letter describing the nature of the emergency and the proposed treatment. Emergency nature of review shall be noted in bold in reference line.
 - b. The address of the property and the nature of the emergency
 - c. Recent photographs of the property
 - d. A signed copy of any local order compelling immediate action
 - e. An Ohio Historic Inventory Form or other documentation regarding the National Register eligibility of the affected property
2. The SHPO shall promptly notify the grantee of its concurrence with the grantee's effect determination or may request additional information to complete the review. SHPO may recommend to grantee that resolution of adverse effects requiring the execution of a Memorandum of Agreement is necessary, but may agree to grantee's recommendation to defer completion of such an agreement until the necessary emergency actions have been taken.

Execution of this PA by the grantee and SHPO and implementation of its terms evidence that the grantee has taken into account the effects of its undertakings on historic properties and afforded the ACHP an opportunity to comment.

Belmont County Programmatic Agreement (expires December 31, 2024)

SIGNATORIES:
Belmont County

| | |
|-----------|-----------|
| D P D A C | 1/22/2020 |
| Signature | Date |

J.P. Dutton, President
Belmont County Commissioners

Contact Information
Belmont County Commissioners
101 W. Main Street
St. Clairsville, Ohio 43950
(740) 699-2155

APPROVED AS TO FORM:
David K. H. Smith Asst. PA
PROSECUTOR

| | |
|---|-----------------------|
| Upon roll call the vote was as follows: | |
| | Mr. Echemann Yes |
| | Mr. Meyer Yes |
| | Mr. Dutton Yes |

INTERNATIONAL INCORPORATED/ENGINEERS

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Kucera International Incorporated, effective January 22, 2020, in the amount of \$39,500.00, for countywide aerial mapping/photogrammetric services for the Belmont County GIS Department, based upon the recommendation of Terry Lively, Belmont County Engineer.
Note: This will be paid for with GIS funds.

C O N T R A C T A G R E E M E N T
KUCERA INTERNATIONAL INCORPORATED
AERIAL PHOTOGRAPHY - DIGITAL PHOTOGRAMMETRY - GIS SERVICES
MAIN OFFICE: 38133 Western Parkway Willoughby, Ohio 44094 (440) 975-4230
BRANCH OFFICES: 3889 Grove City Road Grove City, Ohio 43123 (614) 539-3925
110 W Reynolds St., Suite 207 Plant City, Florida 3356 (813) 754-9247
1121 Boyce Road, #3100 Pittsburgh, Pennsylvania 15241 (724) 942-2881

This Agreement is made this 22nd day of January, 2020, between Belmont County, Ohio, 101 W. Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the County,” and Kucera International Inc., an Ohio corporation, 38133 Western Parkway, Willoughby, OH 44094, hereinafter referred to as the “Consultant.”

WHEREAS, the County desires to engage the Consultant to provide professional countywide aerial mapping services as described in the County’s inquiry dated October 18, 2019 and the Consultant’s response dated October 28, 2019; and
WHEREAS, the Consultant desires to render those services as described in Section 1: Scope of Services herein.
NOW, THEREFORE, the County and the Consultant in consideration of the mutual covenants contained herein agree as follows:

SECTION 1: SCOPE OF SERVICES

A. The Consultant will provide to the County professional aerial mapping/photogrammetric services which will generally consist of digital aerial photography, ground control surveying, aerotriangulation, digital elevation model (DEM) updating and digital orthophoto mapping covering Belmont County, Ohio, with an area of approximately 540 square miles.
The digital aerial photography will be captured at a 0.5’ (6”) or higher image resolution in 4-band color and infrared form. The digital orthoimagery will be furnished in 32-bit, 4-band uncompressed GeoTIFF tile form using the OSIP 5000’ x 5000’ tile grid and in countywide mosaic form using the County’s designated selected compression factor.
Exhibits A and B attached provide the Scope of Services and a graphic of the project Flight + Control Plan with the proposed 5000’ x 5000’ tile grid.
Should any ambiguity, inconsistency or conflict arise in the interpretation of the Contract Documents, the same shall be resolved by reference first to the terms and conditions of this Agreement, and then by reference to Exhibits A and B. All changes to the contract or scope shall be in writing and mutually agreed by the County and the Consultant.

SECTION 2: DEFINITION OF TERMS

A. **Contract Officer** - shall refer to the duly designated County official charged with general administration and coordination of matters related to this Agreement on behalf of the County.
B. **Project Coordinator(s)** - shall refer to the County’s designated person or persons who will serve as primary points of contact and be responsible for coordinating all aspects of work to be performed with the Consultant’s assigned Project Manager.
C. **Chief Administrator** - shall refer to an official of the Consultant charged with general administration and coordination of matters related to this Agreement.
D. **Project Manager** – shall refer to the person assigned by the Consultant to serve as the Consultant’s primary point of contact, with responsibility for oversight of the Consultant’s work, reporting the status of the work, and otherwise coordinating with the County Project Coordinator.
E. **Project Area(s)** - shall refer to the areas designated for which the Consultant shall perform the services referenced and described in this Agreement.
F. **Work/Deliverables** - shall refer to all data provided to the County corresponding to the contracted services and described herein, e.g., imagery, reports, digital mapping, etc.
G. **Delivery** - shall refer to transmittal of data corresponding to the contracted services from the Consultant to the County.
H. **Acceptance** - shall refer to the County’s written acknowledgment of approval of deliverables submitted and associated series performed by the Consultant.

SECTION 3: RESPONSIBILITIES OF THE COUNTY

A. The County shall assign a Project Coordinator(s) with the authority to review and approve materials and deliverables submitted by the Consultant and to act as liaison between the County and Consultant.
B. The County shall within a reasonable time frame review any samples or deliverables and approve or comment on same.
C. The County shall within a reasonable time after a request is received from Consultant answer or address any unforeseen questions that may arise during the course of the work to be performed by Consultant.
D. The County shall provide any County-designated source data or support to the Consultant required to complete the project work.
E. The County at its expense shall pay for the shipment of any materials to the Consultant.

SECTION 4: RESPONSIBILITIES OF THE CONSULTANT

A. The Consultant agrees to perform in a professional manner all of the services outlined in Section 1: Scope of Services and as further described in Exhibits A and B.
B. The Consultant agrees that no changes shall be made in the services outlined in Section 1: Scope of Services and/or Exhibits A and B without the express written prior consent and Agreement of the County and the Consultant.
C. The Consultant shall be fully responsible for the technical adequacy and accuracy of the work. No action by the County in its review, approval and/or acceptance or by any payment made hereunder shall be construed as a waiver of the technical adequacy and accuracy of the Consultant’s work.
D. The Consultant shall assign to the work a Project Manager whose duties will be to oversee and coordinate the work with the County’s Project Coordinator(s) and make regular status reports to the County.
E. The Consultant shall pay for the shipment of all deliverables and materials to the County.
F. The Consultant shall begin to perform the services upon receipt of the County’s notice to proceed signed by the Contract Officer or designee of the same and shall complete such work as outlined in Section 5: Time of Completion.
G. The Consultant will retain a backup copy of all significant interim and final data produced for the contract, e.g., raw aerial imagery, updated DEM, digital orthophoto imagery, etc.
H. The Consultant shall obtain any non-County owned/provided outside source data designated for use in the completion of the contract work.

SECTION 5: TIME OF COMPLETION

The Consultant agrees to complete the project work according to the following schedule:

| <i>Phase</i> | <i>Start</i> | <i>Complete</i> |
|---|---------------------|------------------------|
| Project Initiation | 2/1/20 | 2/15/20 |
| Ground control survey | 2/15/20 | 3/15/20 |
| Aerial flyover | 3/15/20 | 4/15/20 |
| Aerotriangulation and DEM review/update | 4/15/20 | 6/30/20 |
| Pilot project | 7/1/20 | 7/30/20 |
| Countywide Orthoimagery production and delivery | 8/1/20 | 9/30/20 |

The contract work shall be completed by September 2020, with the exception of add-on work mutually agreed to be subsequently completed and any revisions or additions to the work required for contract compliance determined subsequent to completion/delivery.

Consultant agrees to exercise reasonable care and diligence in anticipating potential problems and delays in completing the work. Such care shall include anticipating and making provision for loss of critical employees, normal failure of equipment, and other such schedule-disrupting occurrences normally experienced and reasonably capable of being anticipated by like organizations.

Extensions of time may be granted by the County upon written request of the Consultant, provided such request is made prior to the expiration of this Agreement, do not involve acts of failure by Consultant to exercise reasonable care and diligence as noted above, and are based on documented evidence of need under one or more of the following criteria:

1. Any required aerial photo reflights which may be necessary and cannot be completed during the calendar year in which the Project Area work is authorized.
2. Delays by the County in providing notices to proceed, County-designated source data, or review/acceptance of the Consultant’s work.
3. Significant changes in the scope of work/project parameters which affect scheduling.
4. Acts of nature or other conditions or circumstances beyond the control of the Consultant which are not due to its negligence or that of its employees, agents or assigns, but which affect the Consultant’s ability to perform.

SECTION 6: PROGRESS REPORTS

Following the first day of execution of this Agreement, the Consultant shall submit at a regular agreed interval, reports of progress which describe work completed up to the date of such report.

SECTION 7: DELIVERY OF WORK/DELIVERABLES

Consultant shall certify to the County when the work or any portion thereof has been completed and products of such work have been delivered to the County for inspection.

SECTION 8: INDEPENDENT CONTRACTOR STATUS

The status of the Consultant under this Agreement with respect to the services to be performed by the Consultant hereunder shall be that of “independent contractor.” Nothing herein shall be construed to create an employer/employee relationship between the County and the Consultant or any other subconsultant hired by the Consultant.

SECTION 9: COVENANT AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Consultant, any fee, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach of violation of this warranty, the County shall have the right to annul this Agreement without liability, or, at its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, percentage, brokerage fee, gifts, or contingent fee.

SECTION 10: INSURANCE

Consultant shall carry and maintain in force for the duration of the Agreement insurance coverage, underwritten by insurer(s) lawfully authorized to write insurance in the State of Ohio, of the minimum types and limits, and any related insurance requirements of the County.

SECTION 11: WARRANTY

The Consultant, by signing this Agreement, acknowledges full understanding of the extent and character of the work required and the conditions surrounding the performance thereof. The County will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Agreement by the Consultant serves as its stated commitment to fulfill all the conditions referred to in this Agreement.

Consultant warrants that the work performed and deliverables provided under this Agreement shall conform to the project specifications and the relevant recognized standards and procedures of the aerial mapping profession, including the applicable positional accuracy standards as applicable. The work shall be of high quality, and shall meet the tolerances allowed by the project specifications and standards, within the limits of specified/proposed project technology and conditions. If the Consultant is notified in writing by the County of a discrepancy, deficiency, inaccuracy, or fault in the work, within thirty (30) days of such notice the Consultant shall re-perform such portions of the work necessary to correct the fault. If the fault requires a repeat of the aerial flyover of the project area, the repeat flyover will be performed at the first available opportunity at a time of the year mutually agreed upon with and approved by the County. All rework shall be made at no additional cost to the County.

The warranty will apply indefinitely for major errors/defects found in Consultant’s mapping and for one year from the time of final data delivery for cosmetic/minor revisions and replacement of lost data files previously documented to be delivered. The Consultant shall not be liable for secondary, incidental or consequential damages of any nature resulting from any work properly performed under this Agreement.

SECTION 12: INSPECTION AND CORRECTION

The Consultant shall correct any major defects/errors in the work found following the County’s review period, and shall make accessible to the County any information, data, materials and processes the County deems reasonably necessary to evaluate and confirm the accuracy and quality of Consultant’s work. The Consultant shall not be liable for any expense of the County’s review or inspection processes.

The County shall promptly following its inspection notify the Consultant of the nature of any work deemed non-acceptable. Upon such notification Consultant shall within sixty (60) days replace, modify or adjust its work to meet specifications, at its expense. Work shall be considered acceptable to the County if indicated as such by the absence of other notification.

SECTION 13: ACCEPTANCE

The County shall give written notice of its acceptance or non-acceptance of work to Consultant within a 90-day review period. If no such notice is given to the Consultant, the work shall be deemed accepted by the County, subject to the Consultant’s warranty.

SECTION 14: OWNERSHIP AND USE OF PROJECT DATA

A. The Consultant hereby understands and acknowledges that any and all information gathered, generated and delivered to the County as outlined in the Scope of Services is for the exclusive use and benefit of the County, and shall be the sole property of the County and that such information shall not be disseminated by the Consultant without the express written consent of the County.

B. All information, data, designs, plans, drawings, maps, imagery, specifications or other work furnished to or developed for the County by the Consultant, its employees, agents, or assigns, pursuant to this Agreement, shall be the sole property of the County, and all rights therein are reserved by the County. The Consultant, its assigns, employees, or agents shall not provide any imagery or map data developed under this Agreement to any party other than the County without the County’s consent.

C. During the course of the work, the Consultant, upon the express written consent of the County, may fill requests by non-County agents, business entities or individuals for services/products from the project data which are not part of this Agreement. Should this occur, the Consultant shall charge a reasonable fee for its service and at the County’s option will credit the County an agreed upon percentage of such fees.

D. Upon the completion of the work, the County may at its option enter into a contract with the Consultant to supply products and services which the County may not be equipped to furnish to non-County agencies or individuals. The Consultant will as needed furnish a list of products and services over and above those furnished to the County along with fees for such products and services, and the County may direct the Consultant to charge such fees for them, as the County deems appropriate.

E. The Consultant hereby agrees to maintain one copy of all information gathered, generated and delivered within its office in digital computer file form to serve as a backup to the data furnished to the County. Should the County suffer the loss of any of its data the Consultant agrees to replace same from its files at a reasonable fee for a period of ten years.

E. The County shall be entitled to rely on the technical accuracy of the data furnished by the Consultant with the understanding that the Consultant is not responsible for alterations made to and/or improper interpretation/use of the data by the County.

SECTION 15: COPYRIGHTS AND DISCLAIMERS

A. Copyright and title to all final deliverable products (e.g., aerial imagery, digital orthophotography) shall pass from the Consultant to the County upon the County’s payment for the deliverables.

B. Use by an outside party of the project data while in the Consultant’s possession shall require advance approval from the County.

SECTION 16: COMPENSATION FOR CONSULTANT'S SERVICES

In consideration for the services performed hereunder, Consultant shall be paid the following by project phase:

| | | |
|--|-------|------------------|
| 1. Digital aerial photo acquisition | phase | \$ 20,000 |
| 2. Ground control survey and aerotriangulation | phase | 4,500 |
| 3. Orthoimagery | phase | <u>15,000</u> |
| Total Contract Amount | | \$ 39,500 |

Invoicing for each phase will be based upon documentation of completion and/or transmittal of corresponding phase deliverable. The fees listed above include all ancillary services/products required for each cost item as defined in Exhibits A and B. Optional services will only be performed by the Consultant with written authorization of the County at mutually agreed cost. Subject to County approval, this Agreement may be amended to include the same services sought by adjacent jurisdictions, with the same unit pricing by area (\$83.71/square mile) being used.

SECTION 17: INVOICING

The Consultant’s invoices shall be submitted over the course of the contract and reflect work completed and delivered and/or documented by percentage of project phases as indicated in Section 16 (Compensation) of the Contract Agreement. The County agrees to review and process/pay the Consultant’s invoice within thirty (30) days of receipt. If an invoice is validly disputed by the County or otherwise found to be in error, the invoice will be voided and a new invoice submitted at the agreed amount with a new thirty (30) day payment period.

SECTION 18: PRICE GUARANTEE

The fees quoted for work contracted for by the County as part of this Agreement, or quoted by the Contractor for additional services during the course of this Agreement shall be applicable until December 31, 2019. 2020. Should the County defer any portion of the originally specified work beyond this date, the fee for such work deferred may be adjusted by the Consumer Price Index (CPI) for the prior year or other mutually agreed upon factor.

SECTION 19: COMPLIANCE WITH THE LAW

A. The Consultant under this Agreement is an equal opportunity employer and shall conduct all contract activities without regard to race, color, national origin, sex, sexual orientation, religion, age, and other such contract participant characteristics to the extent that such do not interfere with satisfactory contract performance.

B. The Consultant shall at all times observe and comply with all applicable statutes, ordinances, rules and regulations of federal, state and local governments in effect at the execution of this Agreement.

SECTION 20: TERMINATION

This Agreement shall terminate upon the County’s acceptance of and payment for all authorized deliverables and services. The Consultant will retain a backup copy of all final and significant interim data deliverables for the contract, e.g., aerial imagery, DEM, digital orthophoto imagery, etc.

The County may terminate this Agreement with 60 days written notice to the Consultant for reasons unrelated to the Consultant’s performance (e.g., lack of adequate funding for continuation). In the event of such termination, the County shall be liable for the payment of all work properly performed prior to the effective date of termination, including all portions of work which were partially completed.

If for any cause the Consultant shall default in the performance of this Agreement or any part thereof and has failed to address such default within sixty (60) days after receipt of written notice sent by certified mail, return receipt requested, specifying such default, the County may terminate this Agreement at its option and sue the Consultant based upon a failure of the Consultant to adhere to this Agreement.

SECTION 21: AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of each party hereto.

SECTION 22: AGREEMENT INTEGRITY AND PRECEDENCE

This document and attachments represent the full and final Agreement between the Consultant and the County. If any provisions of the Agreement are deemed void or unenforceable, all other provisions will remain in effect.

SECTION 23: JURISDICTION AND SIGNATURES

This Contract is hereby signed in the State of Ohio and the laws of the State of Ohio shall be applicable hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date hereinabove first written.

| | |
|--|--------------------------------|
| BELMONT COUNTY, OHIO | KUCERA INTERNATIONAL INC. |
| By: <u>J. P. Dutton /s/ Jerry Echemann /s/</u> | By: <u>John Antalovich /s/</u> |
| <u>Josh Meyer /s/</u> | John Antalovich, Jr., PE |
| Belmont County Authorized Representative | President |

APPROVED AS TO FORM:
David K. Liberati /s/ Assist. PA
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPOINTMENTS TO THE
BELMONT COUNTY FLOODPLAIN APPEALS BOARD**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following appointments to the Belmont County Floodplain Appeals Board for a (2) two-year term effective immediately:

- **Don Pickenpaugh, Retired Director of Belmont County GIS Department**
- **Bob Griffin, Surveyor, GHG-Gandee Heydinger Group**
- **Richard Theaker II, Mansell Theaker & Son Excavating**

Note: The Floodplain Appeals Board shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by the Floodplain Administrator in the administration or enforcement of the Flood Plain Regulations.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING REAPPOINTMENTS
TO THE OMEGA MEMBERSHIP AND OMEGA
EXECUTIVE BOARD FOR 2020**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the following reappointments to the OMEGA Membership and OMEGA Executive Board for 2020:

| <u>OMEGA MEMBERSHIP</u> | <u>OMEGA EXECUTIVE BOARD</u> |
|---|-------------------------------------|
| J. P. Dutton, Commissioner | J. P. Dutton, Commissioner |
| Jerry Echemann, Commissioner | Josh Meyer, Commissioner-Alternate |
| Josh Meyer, Commissioner | |
| Anthony Rocchio, Auditor | |
| Larry Merry, Port Authority Director | |
| Crystal Lorimor, Executive Director, Belmont County CIC/DOD | |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF JAMIE ZIARKO
AS FULL-TIME REGISTERED NURSE/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Jamie Ziarko as full-time Registered Nurse at the Belmont County Jail, effective January 27, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND SIGNING THE NOTICE OF
TERMINATION OF THE MASTER SERVICES AGREEMENT WITH
AE COM TECHNICAL SERVICES, INC/ENGINEERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the notice of termination of the Master Services Agreement entered into November 2, 2016 between Belmont County and AECOM Technical Services, Inc. for various environmental engineering, consulting and construction services at various locations, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING ESTIMATE FROM
ABC LAWN CARE, LLC/HEALTH DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept estimate #1001 from ABC Lawn Care, LLC, for seven (7) security cameras and installation in the amount of \$6,684.60 for the Belmont County Health Department.

Upon roll call the vote was as follows:

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

Mr. Dutton said this is to provide security for the new morgue and Health Department.

**IN THE MATTER OF APPROVING THE ONE-YEAR GENERATOR
PREVENTATIVE MAINTENANCE AGREEMENT WITH WESTERN
BRANCH DIESEL/BOARD OF ELECTIONS BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the one-year Generator Preventative Maintenance Agreement with Western Branch Diesel for the Belmont County Board of Elections Building, 52160 National Rd. E, St. Clairsville, OH as follows, based upon the recommendation of Jack Regis, Facilities Manager:

| | |
|---|------------|
| <u>1 Year Maintenance Agreement-</u> | \$ 790.00 |
| <u>Additional Services-</u> | |
| Optional Fuel Analysis, per sample | \$ 125.00 |
| Load Bank Testing, 4-hour stepped | \$1,212.50 |
| ATS Inspection and Lube | \$ 100.00 |

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SERVICE AGREEMENT FROM
STANLEY CONVERGENT SECURITY SOLUTIONS, INC/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Service Agreement Number 208002 from Stanley Convergent Security Solutions, Inc., to renew the annual maintenance of the electronic security system at the Belmont County Jail in the amount of \$10,290.48 per year for three years, effective December 17, 2020 to December 16, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE AUTHORIZATION FROM
JOHNSON CONTROLS/OAKVIEW ADMINISTRATION BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase Authorization from Johnson Controls in the amount of \$1,313.24 for the Fire Alarm Test & Inspection and Sprinkler Wet System Test annual renewal service agreement for the Oakview Administration Building for the period of January 1, 2020 to December 31, 2020.

Upon roll call the vote was as follows:

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

RECESS

9:30 Barb Ballint, Executive Director, Belmont County Tourism Council, Inc.
Re: Quarterly Tourism Report

**IN THE MATTER OF QUARTERLY TOURISM REPORT
OCTOBER, NOVEMBER AND DECEMBER 2019**

Mrs. Ballint commented on questions asked earlier today by guests about Deluxe Toy Store in Martins Ferry being recognized in Ohio Magazine, the future of Jamboree in the Hills (JITH) and the progress on the hotel being built at the Ohio Valley Mall. She said Deluxe Toy Store is high lighted in the magazine every year and the owners travel to New York every year for a convention on toys to get unique items. She added the store will be included in an upcoming group tour activity Tourism is working on. Mr. Dutton said this is a great example of where Tourism and Economic Development work together. Mrs. Ballint said JITH is still on hiatus, but she feels confident that the new event, Blame My Roots, will one day take its place. She said the hotel being built at the mall is a Hampton Inn and the Cafaro Company has a similar set up at their Niles, Ohio mall. Mrs. Ballint continued with her quarterly report that included a video presentation with hi-lights of 2019. The video was produced by Brooke Robinson, Tourism’s Digital Marketing Manager. Mrs. Ballint said they invested more funding in marketing efforts and as a result, they have seen more followers on social media platforms and more visitors to their website. During the fourth quarter, Belmont County hosted three annual events; the Rubberneck Tour, Christmas in the Village of Powhatan Point and Martins Ferry Winterfest. They also participated in meetings with stakeholders in the tourism industry and economic development that was held in Barnesville. Commissioners commended Mrs. Ballint on her report and Ms. Robinson for the video presentation.

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 10:04 A. M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Vince Gianangeli, Director and Lori O’Grady, HR Manager, Dept. of Job & Family Services, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a county employee. Upon roll call the vote was as follows:

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

Brenna Rocchio, Public Assistance Administrator, was also present. Mrs. Rocchio left executive session at 10:35 a.m. and it continued.

Commissioner Echemann briefly stepped out at 11:35 a.m.

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 11:35 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session. Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no further action to be taken by the board at this time.

Reconvened Monday, January 27, 2020. Present: Commissioners Dutton, Echemann and Meyer and Jayne Long, Clerk

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 12:37 P. M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into executive session with Dan Fry, Belmont County Prosecutor, Kevin Flanagan, Assistant Prosecutor and Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(3) Court Action Exception. Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 1:53 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 1:53 p.m. Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no further action to be taken by the board at this time.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:14 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 2:14 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 29th day of January, 2020.

J. P. Dutton /s/

Jerry Echemann /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, J. P. Dutton 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.

J. P. Dutton /s/ PRESIDENT

Jayne Long /s/ CLERK