

St. Clairsville, Ohio

August 5, 2020

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. Dutton, seconded by Mr. Meyer 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 \$601,518.72

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0257-A017-A00.000 Contingencies	E-0257-A015-A15.074 Transfers Out	\$25,000.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$164.92

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9891-Y091-Y11.500 Choice Spending Account	\$25,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/
HOLDING ACCOUNT CHARGEBACK FOR JULY, 2020

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of July 2020.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	5,268.76
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	380.80
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	963.20
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,233.14
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,428.44
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	386.40
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,621.56
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,958.36
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,557.91
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,124.25
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	621.13
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,169.60
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	1,927.68
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,734.52
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,422.84
PROSECUTING ATTNY	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,132.01
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,808.84
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	22,326.60
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,651.68
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	930.90

SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,547.98
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,330.55
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,494.86
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	32.01
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	279.02
			106,938.50
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,445.44
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,926.81
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	65.16
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	701.46
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	357.42
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	309.38
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	732.80
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	527.68
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	793.18
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	741.44
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	123.20
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	322.58
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	878.16
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	58.56
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	31.22
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	48,833.72
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	1,974.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,039.14
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,769.13
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,032.94
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,941.09
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,574.12
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	940.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	0.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,364.74
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	620.22
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	1,055.45
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	718.49
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,437.00
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	16,750.52
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	3,506.15
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,400.00
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,700.62
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,074.02
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,385.91
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	320.40
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	806.78
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	538.46

BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	35,616.83
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	19,541.92
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	0.00
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,794.34
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	604.91
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	797.06
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	141.68
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,147.75
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	339.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	667.70
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	140.00
			316,447.72

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION CHARGEBACKS FOR JULY & AUGUST 2020

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for Hospitalization Chargebacks for July & August 2020.

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,137.60
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	20,788.28
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	50,256.80
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	12,449.86
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	3,312.26
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	0.00
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	3,312.26
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	3,312.26
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	1,256.54
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	8,338.42
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	-567.57
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	-567.57
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	9,537.19
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	157,163.84
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	189,587.64
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	17,455.46
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,256.54
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	7,881.06
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	60,992.76
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	19,074.38

E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,305.94
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	106,680.76
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	10,394.14
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,312.26
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,312.26
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,312.26
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	32,780.78
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,256.54
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	68,935.36
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	20,147.98
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	13,374.94
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	496.84
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	264.98
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,643.48
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,874.82
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	688.74
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	3,909.76
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	648.78
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	662.46
E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	622.50
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	6,607.95
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	298.10
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	149.06
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	12,449.86
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	0.00
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	0.00

TOTALS 875,108.56

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS
FOR HSA CHARGEBACKS/AUGUST 2020**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following transfer of funds for HSA Chargebacks for August 2020.

HSA CHARGEBACKS

MONTHLY CHARGEBACKS

From:

To:

NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	60.70
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y12.500	60.70

TOTALS 121.40

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to execute payment of Then and Now Certification dated July 29, 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:

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

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

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

WATER & SEWER DEPARTMENT-Rich Conner, Mario DeFelice, Kyle Lachendro, Josh Materkoski and John Yeager to Minerva, OH, during August 10, 2020, or the week of August 17, 2020, for the disposal of asbestos material to Minerva Enterprises. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 29, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AND AUTHORIZING COMMISSION
PRESIDENT TO SIGN THE PRE-AWARD CONDITION FORM FOR SHERIFF’S
OFFICE-CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING GRANT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign the Pre-Award Condition Form for the Belmont County Sheriff’s Office – Coronavirus Emergency Supplemental Funding Grant as follows:

Grant No.: 2020-CE-LEF-2080

Grant Amount:\$26,741.06

Upon roll call the vote was as follows:

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

Mr. Dutton said these grant funds have been made available to the Sheriff’s Department for reimbursement for expenditures in regards to the pandemic. These are separate from the CARES Act money the county currently is managing. The county will continue to use those funds for additional needs at the Sheriff’s office that they may have moving forward.

**IN THE MATTE OF APPROVING THE CONTRACTS FOR RIGHT OF ENTRY
FOR ENGINEER’S PROJECT BEL-CR4-4.34/5.15 (SAND HILL ROAD SLIP REPAIR)**

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve and sign the **Contracts for Right of Entry**, on behalf of the Belmont County Engineer’s Department, to enter upon, occupy and have exclusive possession of the real property for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property for the following:

- Michael T. Fry & Belinda Fry, Parcel No. 26-01548.000
- Barbara Blair & Robert Blair, Parcel No. 26-00112.000
- Dennis L. Hurst & Marcia Hurst, Parcel No. 26-01545.001
- AMVIDA, LLC, PARCEL No. 26-00384.000
- Russell Dale Phillips, Donna Jean Phillips Caddell, Keith Edward Phillips & Gary Lee Phillips, Parcel No. 26-00999.00
- Donald W. Dunfee, Sr. & Evelyn K. Dunfee, Parcel No. 26-00385.000

Note: This is for Belmont County Engineer’s project BEL-CR4-4.34/5.15 (Sand Hill Road slip repair).

ODOT LPA RE 843NA
ROE/LPA
Rev-3/25/2020

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 101
BELCR4-4.34/5.15/108722

The purpose of this Agreement is to allow the Belmont County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Belmont County Commissioners ["LPA"] and Michael T. Fry and Belinda Fry, husband and wife, ["Owner"; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after AUGUST 5, 2020, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00

is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the Belmont County Commissioners, and Michael T. Fry and Belinda Fry, husband and wife, have executed this Agreement on the date(s) indicated immediately below their respective signatures

OWNER(S)

Michael T Fry

Name: Michael T. Fry

Title: husband

Date 6-14-20

Belinda Fry

Name: Belinda Fry

Title: wife

Date: 6/14/20

Belmont County Commissioners

X [Signature]

X [Signature]

Date: 8/5/20

APPROVED AS TO FORM:

David K. Suber
PROSECUTING ATTORNEY

ODOT LPA RE 843NA
ROE/LPA
Rev-3/25/2020

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 102
BELCR4-4.34/5.15/108722

The purpose of this Agreement is to allow the Belmont County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Belmont County Commissioners ["LPA"] and Barbara Blair, married, ["Owner"]; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after AUGUST 5, 2020, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00

is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

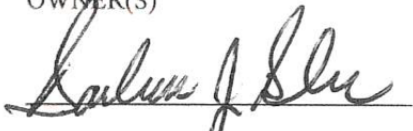
11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.


12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.


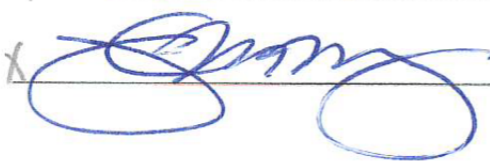
IN WITNESS WHEREOF, the Belmont County Commissioners, and Barbara Blair, married,
and Robert A. Blair, her spouse, have executed this Agreement on the date(s) indicated
immediately below their respective signatures

OWNER(S)


Name: Barbara Blair
Title: married
Date: 5/27/20


Name: Robert A. Blair
Title: spouse
Date: 5/27/20

Belmont County Commissioners

X 
X 

Date: 8/5/20

APPROVED AS TO FORM:


PROSECUTING ATTORNEY

ODOT LPA RE 843NA
ROE/LPA
Rev-3/25/2020

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 111
BELCR4-4.34/5.15/108722

The purpose of this Agreement is to allow the Belmont County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Belmont County Commissioners ["LPA"] and Dennis L. Hurst and Marcia Hurst, husband and wife ["Owner"]; "Owner" includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as "Parties."

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after AUGUST 5, 2020, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00

is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the Belmont County Commissioners, and Dennis L. Hurst and Marcia Hurst, husband and wife have executed this Agreement on the date(s) indicated immediately below their respective signatures

OWNER(S)

Dennis L. Hurst

Name: Dennis L. Hurst

Title: husband

Date: 6-19-2020

Marcia Hurst

Name: Marcia Hurst

Title: wife

Date: 6-19-2020

Belmont County Commissioners

X OPDA
X [Signature]

Date: 8/5/20

APPROVED AS TO FORM:

David Kehlert Assist P.A.
PROSECUTING ATTORNEY

ODOT LPA RE 843NA
ROE/LPA
Rev-3/25/2020

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 112
BELCR4-4.34/5.15/108722

The purpose of this Agreement is to allow the Belmont County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Belmont County Commissioners [“LPA”] and AMVIDA, LLC, [“Owner”]; “Owner” includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after AUGUST 5, 2020, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00

is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

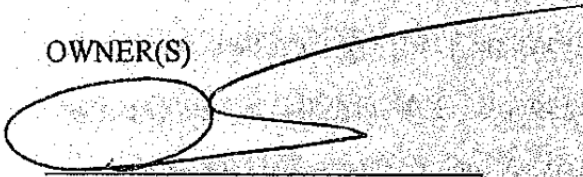
10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the Belmont County Commissioners, and AMVIDA, LLC, have executed this Agreement on the date(s) indicated immediately below their respective signatures

OWNER(S) 

Name: David Trouten

Title: Pres AMVIDA, LLC



Date: 7/3/20

Name: _____

Title: _____

Date: _____

Belmont County Commissioners

X 
X 

Date: 8/5/20

APPROVED AS TO FORM:


PROSECUTING ATTORNEY



ODOT LPA RE 843NA
ROE/LPA
Rev-3/25/2020

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 113
BELCR4-4.34/5.15/108722

The purpose of this Agreement is to allow the Belmont County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Belmont County Commissioners [“LPA”] and Russell Dale Phillips, Donna Jean Phillips Caddell, Keith Edward Phillips, and Gary Lee Phillips, [“Owner”]; “Owner” includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

- 1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

- 2. On and after AUGUST 5, 2020, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00

is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the Belmont County Commissioners, and Russell Dale Phillips, Donna Jean Phillips Caddell, Keith Edward Phillips, and Gary Lee Phillips, have executed this Agreement on the date(s) indicated immediately below their respective signatures

OWNER(S)

Russell Dale Phillips

Name: Russell Dale Phillips

Title: _____

Date: 6/22/20

Donna Jean Phillips Caddell

Name: Donna Jean Phillips Caddell

Title: _____

Date: 6/8/20

Keith Edward Phillips

Name: Keith Edward Phillips

Title: _____

Date: 6/8/20

Gary Lee Phillips

Name: Gary Lee Phillips

Title: _____

Date: 6/8/20

Belmont County Commissioners

X DPDA-

X [Signature]

Date: 8/5/20

APPROVED AS TO FORM:

David K. Lubata, Esq. P.A.
PROSECUTING ATTORNEY

ODOT LPA RE 843NA
ROE/LPA
Rev-3/25/2020

CONTRACT FOR RIGHT OF ENTRY

PARCEL(S): 114
BELCR4-4.34/5.15/108722

The purpose of this Agreement is to allow the Belmont County Commissioners to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or facility incidental to the highway while the Parties attempt to negotiate further the sale and purchase of the property described in Exhibit A.

This Agreement is by and between the Belmont County Commissioners [“LPA”] and Donald W. Dunfee, Sr. and Evelyn K. Dunfee, husband and wife, [“Owner”; “Owner” includes all of the foregoing named persons or entities]. LPA and Owner are referred to collectively in this Agreement as “Parties.”

In consideration of the mutual promises, agreements and covenants herein contained, the Parties contract as follows:

1. LPA shall pay to Owner the sum of \$1.00, which sum shall constitute the entire amount of consideration due to the Owner for granting to LPA the rights, interests and privileges described immediately below in Section 2.

Except as specified in this Agreement, in no event shall Owner be entitled to receive from LPA any interest, rent or other consideration of any kind for the period of time during which LPA occupies, possesses and uses the real property described in Exhibit A attached to this Agreement.

2. On and after AUGUST 5, 2020, LPA, its employees, agents, consulting engineers, contractors, subcontractors, utility companies and any other representatives of LPA shall have the irrevocable right to enter upon, occupy and have exclusive possession of the real property described in Exhibit A for the purposes of constructing a highway or a facility incidental to the highway.

For consideration of the aforementioned sum to Owner, LPA shall have the right to physical possession of any land, and all buildings, houses, garages, sheds or any other types of structures, fixtures and other property, if any, located within or upon the real property described in Exhibit A.

If structures are within this described area, the terms and conditions of occupancy or non-occupancy and access are set forth in the attached Exhibit B.

The rights granted herein to the LPA shall terminate upon the occurrence of the LPA acquiring a recordable conveyance instrument for the necessary real property interest in the subject property or upon the expiration of one year from the date stated in Section 2, unless otherwise agreed to in writing between the parties.

3. Owner affirms that Owner is the true and lawful owner of the fee simple of the real property described in Exhibit A and/or Owner has the right and full power to grant to LPA the rights, interests and privileges described in Exhibit A.

4. Owner shall notify LPA of any prospective transfer of any of Owner's rights, titles or interests in the property. This notification shall be in writing not less than 14 days prior to the date on which the transfer is to be closed or otherwise consummated. If the transfer will be closed or otherwise consummated less than 14 days after Owner agrees to such transfer, then Owner shall provide to LPA such notification in writing immediately.

5. Owner acknowledges that LPA has the right to commence an action to appropriate the property described in Exhibit A and Exhibit B (if used) at any time it appears to the LPA that further negotiations with Owner are not warranted.

State agrees to commence promptly an action to appropriate the property described in Exhibit A and Exhibit B (if used) upon LPA's receipt from Owner of a written notice to commence an action to appropriate.

6. The Parties agree that the above mentioned \$1.00 shall be credited to and applied against the total purchase price the Parties may negotiate for the sale and purchase of the property described in Exhibit A, and the conveyance and transfer by the Owner to LPA.

7. The Parties agree that if LPA acquires the property described in Exhibit A and Exhibit B (if used) by way of an action to appropriate, then the abovementioned \$1.00 shall be credited to and applied against any amount awarded to the Owner in such appropriation action. If the \$1.00

is greater than the amount awarded to Owner in such appropriation action, then Owner expressly agrees to refund promptly the difference to LPA.

8. Owner acknowledges that LPA has explained to Owner that no owner of property can be required to surrender possession of the same to LPA prior to:

- (i) the payment of the total agreed upon purchase price by LPA; or
- (ii) in the case of an appropriation, the deposit by LPA with the court, for the benefit of the owner, an amount not less than LPA's approved appraisal of the fair market value of the property; or
- (iii) the court award of compensation in the appropriation proceeding for the property.

Notwithstanding the rights described above, Owner in executing this Agreement waives such rights and permits LPA to occupy, possess and use the property described in Exhibit A and Exhibit B (if used).

9. Except and unless otherwise specifically modified by the terms and conditions of this Agreement, any and all rights, privileges, titles and interests in or to the property described in Exhibit A are preserved and retained by Owner.

10. Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall pass to the benefit of LPA and Owner and their respective heirs, executors, administrators, successors and assigns.

11. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

12. This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatever, express or implied, other than herein set forth, shall be binding upon either State or Owner.

13. No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by LPA and Owner.

IN WITNESS WHEREOF, the Belmont County Commissioners, and Donald W. Dunfee, Sr. and Evelyn K. Dunfee, husband and wife, have executed this Agreement on the date(s) indicated immediately below their respective signatures

OWNER(S)

Donald W. Dunfee Sr.

Name: Donald W. Dunfee, Sr.

Title: husband

Date MAY 19, 2020

Evelyn K. Dunfee

Name: Evelyn K. Dunfee

Title: wife

Date: 5-19-2020

Belmont County Commissioners

X OPWA
X [Signature]

Date: 8/5/20

APPROVED AS TO FORM:

David P. Dutton, Jr. P.A.
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE OHIO PUBLIC WORKS (OPWC) PROJECT GRANT AGREEMENT FOR BEL-4-24.95/27.38 PAVING AND BRIDGE DECK/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President J. P. Dutton to sign and enter into the Ohio Public Works (OPWC) Project Grant Agreement for the **BEL-4-24.95/27.38 Paving and Bridge Deck** (Glenns Run Road outside of Martins Ferry) in the not to exceed amount of \$400,000, based upon the recommendation of Terry Lively, County Engineer.
Note: Project is funded 49% OPWC, 51% MVGT. Total estimated project cost is \$817,526.

Upon roll call the vote was as follows:

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

Terry Lively, County Engineer, said they are getting temporary right-of-way agreements for the Sand Hill slip project to get access to get the project started. Permanent right-of ways will be acquired at a later time that will follow the State of Ohio right-of-way procurement rules. He said he did two OPWC applications last year, one was for Glenns Run paving and deck replacement and one for Colerain Pike paving and retaining wall replacement. They only received funding for the Glenns Run project which is currently out to bid, bids will be open one week from today. Mr. Lively said the grant from OPWC is for \$400,000, the remaining funds will come from MVGT funds. He added the Commissioners gave \$550,000 towards both projects, what is not used on the Glenns Run project will be set aside and used on the Colerain Pike project. Mr. Dutton said “The county’s trying to take advantage of every funding stream out there as it pertains to roads. There’s a long backlog of projects that need to be addressed, and there’s never enough funding to do all those projects, particularly not the time frame people would like those projects done by.” He added they are trying to take advantage grant money to maximize the funding that is available.

RECESS

9:30 Agenda Item: Linda Mehl RN, BSN, CLC, Lori DeCoy RN, SSN, CLC and Kristen Parker, Breastfeeding Peer Helper, Belmont County WIC Department
Re: Breastfeeding Awareness Month Proclamation

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

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

***PROCLAMATION
IN RECOGNITION OF
BREASTFEEDING AWARENESS MONTH 2020***

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 life time. 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

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, 2020 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 5th day of August, 2020.

BELMONT COUNTY COMMISSIONERS

J. P. Dutton /s/

Josh Meyer /s/

Upon roll call the vote was as follows:

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

Ms. Mehl said they are trying to support and educate mothers before birth. Ms. Parker said the biggest issue is the lack of education so they try to supply as much as they can. She added the numbers of mothers who breastfeed are going up, that may be due to mothers working from home due to COVID-19. Ms. DeCoy said while WIC is no longer able to have breastfeeding classes right now, they are available 24/7. They have a 24 hour hot-line if someone is having issues.

RECESS

COVID-19 UPDATE- Rob Sproul, Deputy Health Commissioner, said there are 651 positive cases, 585 recoveries, three are hospitalized and 23 deaths. Mr. Sproul and his staff are continuing to work with the local school districts on reopening. He said Governor DeWine is now requiring all children in kindergarten through 12th grade to wear masks while in school. Mr. Sproul said they are in constant communication with the schools. There is a video on the Belmont County Health Department’s website on how to properly wear a mask and clean and store them. Mr. Dutton noted information is constantly changing which makes communication important. Mr. Sproul said the state put out an occurrence chart comparing positive cases to populations of 100,000. Belmont County is third from the bottom which is very good. Mr. Dutton said Belmont County is in a good place which is good for small businesses and school openings. Mr. Meyer said the state is putting emphasis on the total number of cases that has occurred, not current numbers. The total number of cases to date is about 23,000 which is about 2/100 percent of the population of the state.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:29 A.M

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Jeff Felton DJFS Director and Lori O’Grady, DJFS HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:52 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 10:52 a.m.

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 action for the board to consider at this time.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:09 A.M

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, and Jeff Stankunas and Molly Gwin, Isaac Wiles (via phone), pursuant to ORC 121.22(G)(3) Court Action Exception to discuss pending litigation.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:46 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:46 a.m.
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 action for the board to consider at this time.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:47 A.M

Motion made by Mr. Dutton, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:38 P.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 12:38 p.m.
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 are two motions for the board to consider.

IN THE MATTER OF APPROVING DAVID FRANCIS, SR, FULL-TIME NUTRITION DRIVER AT SSOBC TO START AUTHORIZED UNPAID LEAVE

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve David Francis, Sr., full-time Nutrition Driver at Senior Services of Belmont County, to start authorized unpaid leave effective August 7, 2020, not to exceed August 21, 2020.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING RICHARD LAISURE, FULL-TIME NUTRITION DRIVER AT SSOBC TO START AUTHORIZED UNPAID LEAVE

Motion made by Mr. Dutton, seconded by Mr. Meyer to approve Richard Laisure, full-time Nutrition Driver at Senior Services of Belmont County, to start authorized unpaid leave effective August 10, 2020, not to exceed September 1, 2020.
Upon roll call the vote was as follows:

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

Above two motions rescinded on August 12, 2020.

Mr. Dutton said there is no further business to come before the board at this time.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:42 P.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 1:42 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of August, 2020.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, J. P. Dutton and Bonnie Zuzak, 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

Bonnie Zuzak /s/_____ CLERK