

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 Bonnie Zuzak, 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 \$646,965.87**

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. Echemann to approve the following transfers within fund for the following funds:

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0121-A006-B03.010 Supplies	E-0121-A006-B02.002 Salaries	\$68,000.00
E-0121-A006-B03.010 Supplies	E-0121-A006-B09.003 PERS	\$13,000.00
E-0131-A006-A02.002 Admin-Salaries	E-0131-A006-A17.012 Cruiser Repairs	\$15,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A25.000 Housing of Inmates	\$3,300.00
E-0181-A003-A06.011 Contract Services	E-0181-A003-A11.000 Other Expenses	\$50,000.00

**S02 SHERIFFS POLICING REVOLVING FUND AND THE A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$19,785.60
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$286.06
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$2,769.93
E-5102-S002-S04.006 Health Insurance	E-0256-A014-A06.006 Health Insurance	\$1,959.45

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S51.002 Salaries	E-8010-S030-S40.000 Grant Holding	\$6.75
E-8010-S030-S53.000 Medical	E-8010-S030-S40.000 Grant Holding	\$114.37
E-8010-S030-S54.000 Food	E-8010-S030-S40.000 Grant Holding	\$506.83
E-8010-S030-S55.010 Supplies	E-8010-S030-S40.000 Grant Holding	\$458.12
E-8010-S030-S56.000 Motor Vehicle	E-8010-S030-S40.000 Grant Holding	\$400.00
E-8010-S030-S57.000 Travel	E-8010-S030-S40.000 Grant Holding	\$98.45
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S40.000 Grant Holding	\$713.15
E-8010-S030-S60.000 Maintenance	E-8010-S030-S40.000 Grant Holding	\$114.14
E-8010-S030-S62.000 Printing	E-8010-S030-S40.000 Grant Holding	\$100.00
E-8010-S030-S63.000 General	E-8010-S030-S40.000 Grant Holding	\$745.90
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S40.000 Grant Holding	\$10,057.07
E-8010-S030-S70.005 Medicare	E-8010-S030-S40.000 Grant Holding	\$118.95
E-8010-S030-S71.000 Ed/Recreation	E-8010-S030-S40.000 Grant Holding	\$724.18

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the September 23, 2020 meeting:

ACCT #	TOWNSHIP	Appropriation Amount
<b>UND AUTO TAX APPROPRIATIONS</b>		
E-9801-Y001-Y01.000	UND AUTO TAX	227,209.55
E-9801-Y001-Y03.000	TOWNSHIP-PERMISSIVE TAX	81,268.75
E-9801-Y001-Y05.000	PEASE TOWNSHIP	3,836.00
E-9801-Y001-Y06.000	GOSHEN TOWNSHIP	1,896.00
E-9801-Y001-Y07.000	WARREN TOWNSHIP	1,832.00
E-9801-Y001-Y08.000	PULTNEY TOWNSHIP	4,180.00
E-9801-Y001-Y09.000	FLUSHING TOWNSHIP	800.00
E-9801-Y001-Y10.000	COLERAIN TOWNSHIP	1,491.00
E-9801-Y001-Y11.000	KIRKWOOD TOWNSHIP	99.00

E-9801-Y001-Y12.000	MEAD TOWNSHIP	918.00
E-9801-Y001-Y13.000	RICHLAND TOWNSHIP	2,905.50
E-9801-Y001-Y14.000	SMITH TOWNSHIP	625.50
E-9801-Y001-Y15.000	SOMERSET TOWNSHIP	415.50
E-9801-Y001-Y16.000	UNION TOWNSHIP	747.00
E-9801-Y001-Y17.000	WASHINGTON TOWNSHIP	195.00
E-9801-Y001-Y18.000	WAYNE TOWNSHIP	234.00
E-9801-Y001-Y19.000	WHEELING TOWNSHIP	814.50
E-9801-Y001-Y20.000	YORK TOWNSHIP	366.00
	Total Auto Tax	329,833.30
	MUNICIPAL AUTO LICENSE	
E-9802-Y002-Y08.000	MARTINS FERRY	
	COUNTY AUTO LICENSE	
E-9803-Y003-Y01.000	COUNTY AUTO LICENSE	22,382.73
	GASOLINE TAX	
E-9804-Y004-Y01.000	COUNTY GASOLINE TAX	
	INDIGENT APPLICATION FEES	
E-9841-Y041-Y01.000	REMIT TO STATE	
E-9841-Y041-Y02.000	REMIT TO COUNTY	
	Total Indigent Application Fees	0.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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

**\*\*JANUARY 2, 2020\*\***

**S02 SHERIFFS POLICING REVOLVING FUND/SHERIFF**

E-5102-S002-S01.002	Salaries	\$19,785.60
E-5102-S002-S02.005	Medicare	\$286.06
E-5102-S002-S03.003	PERS/SPRS	\$2,769.93
E-5102-S002-S04.006	Health Insurance	\$1,959.45

**\*\*SEPTEMBER 23, 2020\*\***

**A00 GENERAL FUND**

E-0051-A001-A20.012	Equipment	\$212.49
E-0051-A001-A28.000	Other Expenses	\$468.31
E-0051-A001-A51.000	Oil & Gas	\$5,524.26
E-0052-A001-A90.002	Salaries-Nurses	\$2,934.40
E-0055-A004-B01.002	Salaries-Employees	\$499.20
E-0055-A004-B18.000	Other Expenses	\$4,755.37
E-0055-A004-B19.000	County Buildings	\$26,046.53
E-0057-A006-F06.011	Veterinary Services	\$1,261.72
E-0061-A002-B03.010	Supplies	\$850.42
E-0061-A002-B11.000	Visiting Judge & Sub. Court Reporter	\$2,075.00
E-0082-A002-C38.000	Other Expenses	\$314.41

**E10 911 FUND**

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

E-2301-E011-E01.011	Contract Services	\$19,240.38
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**H00 PUBLIC ASSISTANCE**

E-2510-H000-H17.000	Other Expenses	\$41,967.80
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**N03 FEMA PROJECTS/ENGINEERS**

E-9003-N003-N03.055	FEMA DR4360 Projects	\$8,835.50
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**N45 ROADWAY IMP/ENGINEER**

E-9045-N045-N50.055	FEMA Projects	\$168,068.11
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**S17 CHILDREN SERVICES/BCDJFS**

E-2765-S017-S31.000	Other Expenses	\$99,336.00
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**S33 DISTRICT DETENTION HOME**

E-0910-S033-S33.002	Salaries	\$52,134.48
E-0910-S033-S34.010	Supplies	\$2,000.00
E-0910-S033-S40.000	Medical	\$4,300.00
E-0910-S033-S44.003	PERS	\$10,000.00
E-0910-S033-S60.010	Supplies/GS	\$2,000.00
<b><u>S75 MHAS SUBSIDY GRANT/COMMON PLEAS</u></b>		
E-1518-S075-S03.002	Salary/Fringes	\$50,000.00
<b><u>T71 FEMA FUNDS/ENGINEERS</u></b>		
E-9713-T071-T08.074	Transfers Out DR4360	\$176,903.61
<b><u>W80 PROSECUTORS/VICTIM ASSISTANCE</u></b>		
E-1511-W080-P01.002	Salary	\$2,059.55
E-1511-W080-P05.003	PERS	\$405.00
E-1511-W080-P07.006	Hospitalization	\$3,030.00
E-1511-W080-P08.005	Medicare	\$30.00
E-1511-W080-P15.000	Rent	\$608.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of September 23, 2020:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

<u>A00 General Fund</u>		
E-0121-A006-B03.010	Supplies	\$87,272.32

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/AUCTION PROCEEDS-\$1,070.00** deposited into R-0050-A000-B000.500 on 09/10/2020. *CK #4157 from David Jones, Auctioneer, from 2020 Auction.*

**GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,261.72** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 09/11/2020 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of August 2020 New Horizon Animal Hospital bet bills*).

**GENERAL FUND/REIMBURSEMENT COVID 19-**deposited into R-0050-A000-A45.500 on 09/10/2020 as follows

<b>\$20,342.99</b>	<i>for supplies and materials purchased to clean all county buildings and protect against COVID19</i>
<b>\$499.20</b>	<i>FFCRA Maintenance and Operations</i>
<b>\$2,934.40</b>	<i>FFCRA Jail Nurses</i>
<b>\$4,755.37</b>	<i>for materials purchased to protect against COVID19</i>
<b>\$358.31</b>	<i>items purchased to give the ability for public individuals to attend weekly commissioners meeting via video conferencing</i>
<b>\$212.49</b>	<i>items purchased to give the ability for public individuals to attend weekly commissioners meeting via video conferencing</i>
<b>\$4,743.54</b>	<i>supplies and materials purchased to clean county buildings and protect against COVID19</i>
<b>\$33,846.30</b>	<b>TOTAL</b>

**GENERAL FUND/OIL & GAS RECEIPTS AUGUST & SEPTEMBER-**deposited into R-0050-A000-A02.500 as follows:

08/24/2020	326.89
08/28/2020	303.39
09/04/2020	64.60
09/04/2020	421.66
09/10/20	1,488.82
09/10/20	7.82
09/10/2020	2,807.25
9/14/2020	103.83
<b>TOTAL</b>	<b>5,524.26</b>

Upon roll call the vote was as follows:

Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	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 September 23, 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
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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 September 16, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING LESLIE THOMPSON AS FULL-TIME PROGRAM ADMINISTRATOR/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Leslie Thompson as full-time Program Administrator at Senior Services of Belmont County, effective September 28, 2020.

Upon roll call the vote was as follows:

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

Mr. Dutton said this is a replacement position. Ms. Thompson will be the coordinator of all the senior centers in Belmont County.

**IN THE MATTER OF ACCEPTING THE CRIMINAL COST REPORT SUBMITTED BY THE SHERIFF'S OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the Criminal Cost Report for the period of September 1, 2019 through August 31, 2020, as submitted by the Belmont County Sheriff's Office per Ohio Revised Code 311.16.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING LARRY MERRY, BELMONT COUNTY PORT AUTHORITY DIRECTOR TO EASTERN OHIO DEVELOPMENT ALLIANCE (EODA)**

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Larry Merry, Belmont County Port Authority Director, to the Eastern Ohio Development Alliance (EODA) board for a two-year term effective January 1, 2021 through December 31, 2022.

Upon roll call the vote was as follows:

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

Mr. Dutton said EODA is a great organization that works well with OMEGA that we are also a part of. Both focus on economic development in Eastern Ohio.

**IN THE MATTER OF THE VACATION OF AN UNNAMED ALLEY SMITH TWP. SEC. 2, T-6, R-4/RD IMP 1177**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the following Public Road Petition for the vacation of an unnamed alley located in Smith Township, Sec. 2, T-6, R-4 and recorded in Plat Deed Record Volume J, Page 536 and Volume F, Page 499 of the Belmont County Recorder's Office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1177 in accordance with Ohio Revised Code Section 5553.04.

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

*The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of an Unnamed Alley located in Smith Twp. Sec.2, T-6, R-4 recorded in Plat Deed Record Vol. J Pg.536 & Vol. F Pg.499 in the Records Office.*

*A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

*The following is the general route and termini of said road:*

Beginning at the intersection of Main St. (Cr 5) in Jacobsburg and Unnamed Alley going 160 feet in a south western direction to the northwest corner of Lot 48 (36-00826.000) then also going in a northwestern direction along the south side of Lot 51 (36-00836.000) in the width of 20 feet.

**PUBLIC ROAD PETITION**

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<u>Billie Cunard /s/</u>	<u>60650 Main St.</u>
<u>Billie Cunard</u>	<u>Jacobsburg, Oh. 43933</u>
<u>John S. Cunard /s/</u>	<u>60650 Main St.</u>
<u>John S. Cunard</u>	<u>Jacobsburg, Ohio 43933</u>
<u>Harry Hudson</u>	<u>60563 Main St</u>
<u>Harry Hudson /s/</u>	<u>Jacobsburg, Ohio 43933</u>
<u>Barbara J Graham /s/</u>	<u>49699 Walnut Lane</u>
<u>Barbara J, Graham</u>	<u>Jacobsburg, OH 43933</u>
<u>Beverly Skelton /s/</u>	<u>60639 Main St</u>
<u>Beverly Skelton</u>	<u>Jacobsburg, Oh 43933</u>
<u>Charles V. Maloney</u>	<u>60659 Main St</u>
<u>Charles V. Maloney /s/</u>	<u>Jacobsburg Oh 43933</u>
<u>Janet E. Juzwiak</u>	<u>60380 Ramsey Ridge Rd</u>
<u>Janet E. Juzwiak /s/</u>	<u>Jacobsburg, Ohio 43933</u>
<u>Kayla Graham /s/</u>	<u>49720 Walnut Lane, Box 64</u>
	<u>Jacobsburg OH 43933</u>
<u>Carl Ebert /s/</u>	<u>60557 Main St Jacobsburg OH 43933</u>
<u>Carl Ebert</u>	
<u>Patricia F Phillips /s/</u>	<u>49359 O.R&amp;W Station Rd.</u>
<u>Patricia F. Phillips</u>	<u>Jacobsburg OH 43933</u>
<u>David Windsheimer</u>	<u>60399 Ramsey Rodge RD</u>

<u>David Windsheimer /s/</u>	<u>Jacobsburg, OH 43933</u>
<u>Jerry Snyder /s/</u>	<u>60625 Main St</u>
<u>Jerry Snyder</u>	<u>Jacobsburg Ohio 43933</u>
<u>Derek Gallalnor /s/</u>	<u>60564 Main St</u>
<u>Derek Gallalnor</u>	<u>Jacobsburg OH 43933</u>
<u>Anita Amos /s/</u>	<u>46952 Main Street Centerville</u>
<u>Anita Amos</u>	<u>Jacobsburg, Ohio, 43933</u>
<u>Joshua L. Amos /s/</u>	<u>46599 Main Street</u>
<u>Joshua L. Amos</u>	<u>Jacobsburg Ohio 43933</u>
<u>Billie Jo Amos /s/</u>	<u>46599 Main St.</u>
<u>Billie Jo Amos</u>	<u>Jacobsburg, OH 43933</u>
<u>William Blakley /s/</u>	<u>48931 Centerville -Jacobsburg Rd</u>
<u>William Blakley</u>	<u>Jacobsburg OH. 43933</u>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION  
OF AN UNNAMED ALLEY  
SMITH TWP. SEC. 2, T-6, R-4/RD IMP 1177**

**Office of County Commissioners  
Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice  
Thereof on Public Road Petition  
Rev. Code, Sec. 5553.05  
RD. IMP. 1177**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 23rd day of September, 2020 at the office of the Commissioners with the following members present:

Mr. Dutton  
Mr. Echemann  
Mr. Meyer

Mr. Dutton moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate an unnamed alley, Smith Township, Section 2, T-6, R-4.

RESOLVED, That the 7th day of October, 2020 at 1:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 14th day of October, 2020, at 10:25 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

Mr. Echemann seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

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

Adopted September 23, 2020

Bonnie Zuzak /s/  
Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING  
PUBLIC ROAD (by publication)  
Rev. Code, Sec., 5553.05  
ROAD IMP. # 1177**

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of an unnamed alley located in Smith Twp. Sec. 2, T-6, R-4, a public road, the general route and termini of which Road are as follows:

Beginning at the intersection of Main St. (Cr 5) in Jacobsburg and  
Unnamed Alley going 160 feet in a south western direction to the northwest corner of Lot 48 (36-00826.000) then also going in a  
northwestern direction along the south side of Lot 51  
(36-00836.000) in the width of 20 feet.

Said Board of County Commissioners has fixed the 7th day of October, 2020, at 1:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 14th day of October, 2020, at 10:25 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

By Order of the Board of County Commissioners,  
Belmont County, Ohio  
Bonnie Zuzak /s/  
Bonnie Zuzak, Clerk

**ADV. TIMES LEADER (2) Mondays – September 28, 2020 and October 5, 2020**

**IN THE MATTER OF THE VACATION  
WATER TOWER ROAD A (TWP-202A)  
GOSHEN TWP. SEC.11, T-7, R-5/RD IMP 1178**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the following Public Road Petition for the vacation of Water Tower Road A (TWP-202A) located in Goshen Township, Sec. 11, T-7, R-5 and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1178 in accordance with Ohio Revised Code Section 5553.04.

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

*The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of Water Tower Road A (Twp-202A) in Goshen Twp. Sec.11, T-7, R-5.*

*A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.*

*The following is the general route and termini of said road:*

Beginning at the intersection of State Route 147 Belmont-Centerville Rd and Water Tower Rd A (Twp 202A) going 300 feet in a north eastern direction to the junction of Water Tower Rd (Twp-202).

**PUBLIC ROAD PETITION**

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<u>Rich Nucci /s/</u>	<u>207 Morristown St</u>
<u>Rich Nucci</u>	<u>Flushing Ohio 43977</u>
<u>Bruce Brandon</u>	<u>38795 National Rd.</u>
<u>Bruce Brandon /s/</u>	<u>Bethesda OH 43719</u>
<u>Kelli McMahon /s/</u>	<u>42535 Watertower rd Belmont OH 43718</u>
<u>Kelli McMahon</u>	
<u>Melissa Keen /s/</u>	<u>42771 Water Tower Rd PO box 101</u>
<u>Melissa Keen</u>	<u>Belmont Ohio 43718</u>
<u>Dean Day</u>	<u>42745 Water Tower Rd Belmont, Ohio 43718</u>
<u>Dean Day /s/</u>	
<u>Carol Day /s/</u>	<u>42745 Water Tower Rd. Belmont, Ohio 43718</u>
<u>Carol Day</u>	
<u>Fred W. Greenlee /s/</u>	<u>42758 Water Tower Rd., Belmont, Ohio 43718</u>
<u>Fred W. Greenlee</u>	
<u>Beverly K. Greenlee /s/</u>	<u>42758 Water Tower Rd</u>
<u>Beverly K Greenlee</u>	<u>Belmont Ohio 43718</u>
<u>Michael B. Nicholes /s/</u>	<u>42651 Water Tower Rd.</u>
<u>Michael B. Nicholes</u>	<u>Belmont Ohio 43718</u>
<u>Robert A Milhoan /s/</u>	<u>44262 Watertower Rd</u>
<u>Robert A. Milhoan</u>	<u>Belmont Ohio 43718</u>
<u>Gregory R Kemp /s/</u>	<u>43830 Belmont-Centerville Rd</u>
<u>Gregory R Kemp</u>	<u>Belmont Ohio 43718</u>
<u>Shawn Thompson /s/</u>	<u>64620 Loomis Lane</u>
<u>Shawn Thompson</u>	<u>Belmont, Ohio 43718</u>
<u>Deana Thompson /s/</u>	<u>64620 Lommis Lane</u>
<u>Deana Thompson</u>	<u>Belmont, Ohio 43718</u>
<u>Dylan DeVore /s/</u>	<u>42531 Watertower Road</u>
<u>Dylan DeVore</u>	<u>Belmont, OH 43718</u>
<u>Melinda Kemp /s/</u>	<u>43830 Belmont-Centerville Rd.</u>
<u>Melinda Kemp</u>	<u>Belmont, OH 43718</u>
<u>Dena Milhoan /s/</u>	<u>42640 Water Tower Rd</u>
<u>Dena Milhoan</u>	<u>Belmont, OH 43718</u>
<u>Don VanFossin /s/</u>	<u>42590 Watertower Rd</u>
<u>Don VanFossin</u>	<u>Belmont Ohio 43718</u>
<u>Andrew McMahon /s/</u>	<u>42535 Watertower Road</u>
<u>Andrew McMahon</u>	<u>Belmont Ohio 43718</u>
<u>Scott Wallace /s/</u>	<u>43951 Watertower Rd.</u>
<u>Scott Wallace</u>	<u>Belmont OH 43718</u>
<u>Sheila Nicholes /s/</u>	<u>42651 Water Tower Rd</u>
<u>Sheila Nicholes</u>	<u>Belmont, OH 43718</u>
<u>Dustin McVay /s/</u>	<u>42606 Water tower R</u>
<u>Dustin McVay</u>	<u>Belmont, Oh 43718</u>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION**  
**WATER TOWER ROAD A (TWP-202A)**  
**GOSHEN TWP. SEC.11, T-7, R-5/RD IMP 1178**

**Office of County Commissioners**

**Belmont County, Ohio**

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice**  
**Thereof on Public Road Petition**  
**Rev. Code, Sec. 5553.05**  
**RD. IMP. 1178**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 23rd day of September, 2020 at the office of the Commissioners with the following members present:

Mr. Dutton  
Mr. Echemann  
Mr. Meyer

Mr. Dutton moved the adoption of the following:

**RESOLUTION**

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate Water Tower Road A (Twp-202A), Goshen Township, Section 11, T-7, R-5.

RESOLVED, That the 7th day of October, 2020 at 12:00 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 14th day of October, 2020, at 10:15 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

Mr. Echemann seconded the Resolution and the roll being called upon its adoption; the vote resulted as follows:

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

Adopted September 23, 2020

Bonnie Zuzak /s/  
 Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," "changing the direction of."
2. "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"

September 23, 2020

3. Insert "a part of," if so.

**NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING  
PUBLIC ROAD (by publication)  
Rev. Code, Sec., 5553.05  
ROAD IMP. # 1178**

**Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of Water Tower Road A (Twp-202A) located in Goshen Twp. Sec. 11, T-7, R-5, a public road, the general route and termini of which Road are as follows:**

Beginning at the intersection of State Route 147 Belmont-Centerville Rd and  
Water Tower Rd A (Twp 202A) going 300 feet in a north eastern direction to the junction of Water Tower Rd (Twp-202).

**Said Board of County Commissioners has fixed the 7th day of October, 2020, at 12:00 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 14th day of October, 2020, at 10:15 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.**

**By Order of the Board of County Commissioners,  
Belmont County, Ohio  
*Bonnie Zuzak /s/*  
Bonnie Zuzak, Clerk**

**ADV. TIMES LEADER (2) Mondays – September 28, 2020 and October 5, 2020**

**IN THE MATTER OF ENTERING INTO THE GRANT AGREEMENT  
FOR COMMUNITY CORRECTIONS FACILITIES BETWEEN THE STATE  
OF OHIO, DEPARTMENT OF YOUTH SERVICES AND THE OAKVIEW  
JUVENILE RESIDENTIAL CENTER**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize Commission President J. P. Dutton to sign and enter into the Grant Agreement for Community Corrections Facilities between the State of Ohio, Department of Youth Services and the Oakview Juvenile Residential Center in the amount of \$1,399,407.00 for the period beginning July 1, 2020 to June 30, 2021.

**Ohio Department of Youth Services  
GRANT AGREEMENT FOR COMMUNITY CORRECTIONS FACILITIES**

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

The Grantee has made application to the Department to fund a sixteen-bed facility and has submitted a grant plan for the use of these funds. The Department approves funding for the Grantee in the sum of **\$1,399,407.00** for the period beginning **July 1, 2020, and ending June 30, 2021**, subject to the terms and conditions of this agreement.

**A. TERMS AND CONDITIONS:**

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



7. The Grantee agrees that the only youth admitted and served by the Facility shall be those who would have otherwise been committed to the Department.
8. The Grantee agrees that the approved funds shall only be used to support operations and maintenance costs of the Facility and shall not be used for the provision of aftercare services.

**B. PROGRAM EVALUATION:**

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

**C. COMPLIANCE:**

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

- d. Program modifications required by the Department are not made.
3. The Grantee agrees to compensate the Department for the costs of any audit performed by the Auditor of State which is deemed necessary by the Department.
4. The Grantee understands that, per OAC 5139-36-07 (D), fiscal audit findings, once resolved, shall be paid from the governing county's general fund. The governing county's fiscal agent shall be required to refund to the department from the governing county's general fund the amount of the fiscal finding within forty-five days of notification unless an appeal of the exception is filed. For a multi-county facility, the amount of the fiscal finding may be refunded to the department, in accordance with a multi-county agreement, from the general revenue fund of multiple counties, provided that all counties in the multi-county facility have agreed as documented through the terms of the annual grant agreement signed by all the counties.

**D. TERMINATION:**

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

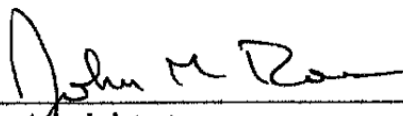
**E. AUTHORIZED SIGNATURES:**

**THE OHIO DEPARTMENT OF YOUTH SERVICES:**

\_\_\_\_\_  
Director

\_\_\_\_\_  
Date

**FACILITY:**

  
\_\_\_\_\_  
Facility Administrator  
Community Correctional Facility

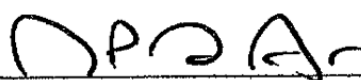
9/21/20  
\_\_\_\_\_  
Date

**GOVERNING BOARD (one for each member):**

\_\_\_\_\_

\_\_\_\_\_  
Date

**COUNTY COMMISSIONER (Physical Plant Site):**

  
\_\_\_\_\_

9/23/20  
\_\_\_\_\_  
Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO PERMIT THE TRANSFER OF FUNDS FROM THE CHILDREN SERVICES FUND TO THE BELMONT COUNTY FAMILY CHILDREN FIRST COUNCIL**

Motion by Mr. Dutton, seconded by Mr. Echemann to adopt the following:

**RESOLUTION**

**WHEREAS**, Ohio Administrative Code Section 5101:9-6 provides for the distribution of Ohio Department of Job and Family Services allocations to county department of job and family services; and

**WHEREAS**, specifically, Amended Substitute House Bill 166 was signed into law on July 18, 2019 by Governor Mike DeWine; and

**WHEREAS**, specifically Section 307.120 appropriation line 600523 allocates Children Services Best Practices and Foster Parent Recruitment funds to county department of job and family services; and

**WHEREAS**, the Belmont County Department of Job and Family Services has \$3,434.35 of Children Services Best Practices and \$18,218.78 of Foster Parent Recruitment funding remaining as of June 30, 2020; and

**WHEREAS**, in order to fully maximize its allocations and best serve the youth of Belmont County these unspent funds may be transferred to the Flexible Funding Pool of the Belmont County Family and Children First Council; and

**THEREFORE, BE IT RESOLVED** that the Belmont County Board of Commissioners hereby assigns authority to Jeffery Felton, BCDJFS Director, the authority to approve the total transfer of \$21,653.13 from the children services fund to the Belmont County Family Children First Council Flexible Spending Pool for state fiscal year 2020.

Upon roll call the vote was as follows:

Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Meyer	<u>Yes</u>

**IN THE MATTER OF APPROVING QUOTE #2749 FROM TOTTERDALE BROS. SUPPLY CO., INC/VARIOUS COUNTY BUILDINGS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote #2749 from Totterdale Bros. Supply Co, Inc., in the amount of \$3,365.00, for 50 - 3/8" mixing valves, 100 - 3/8" x3/8" S/S flex connections and 50 - 3/8 x12" S/S lav tubes for the touchless fixtures for various Belmont County buildings.

*Note: This purchase will be reimbursed with CARES Act funds.*

Upon roll call the vote was as follows:

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

**THE MATTER OF ADOPTING RESOLUTION GRANTING AUTHORITY TO THE DIRECTOR OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO TRANSFER FUNDS FROM THE PA FUND TO THE CSEA FUND FOR SFY 2020**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the following:

**RESOLUTION**

**Whereas**, the Child Support Enforcement Agency (CSEA) of Belmont County operates an administrative fund for the operation of a child support enforcement program; and

**Whereas**, the activities of the child support enforcement program are allowable activities as defined by Ohio Administrative Code 5101:9-6-83; and

**Whereas**, in order to properly access these funds for this purpose, the funds must be transferred from the Public Assistance (PA) Fund in which they are received from the Ohio Department of Job and Family Services into the CSEA Fund of the Belmont County Department of Job and Family Services.

**Now, Therefore Be It Resolved**, the Board of Commissioners of Belmont County on this 23<sup>rd</sup> day of September, 2020, do hereby grant to Jeffery Felton, Director of the Belmont County Department of Job and Family Services, the authority to approve the transfer of \$44,848.87 of Income Maintenance allocation from the PA Fund to the CSEA Fund. This transfer is made available due to a balance remaining in the Income Maintenance allocation at the end of the State Fiscal Year which ended on June 30, 2020.

Upon roll call the vote was as follows:

Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Meyer	<u>Yes</u>

**IN THE MATTER OF ADOPTING THE FINAL RESOLUTION FOR THE OHIO DEPARTMENT OF TRANSPORTATION PROJECT, BEL-CR 48-5.11 PID 113457 LANDSLIDE REPAIR PROJECT/ENGINEER'S**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-CR 48-5.11 PID 113457, Landslide Repair Project;

*Note: This project consists of a landslide repair by tied back retaining wall along Wegee Road (CR 48) located on the slope between Wegee Road (CR 48) and Lashley Hill Road (TR 716) including pavement repair, lying within Belmont County. This project is 80% federally funded, 20% funded by the county.*

**FINAL RESOLUTION**

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

**WHEREAS**, on the **8th day of July, 2020**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

This project consists of a landslide repair by tied back retaining wall along Wegee Road (C.R. 48) located on the slope between Wegee Road (C. R. 48) and Lashley Hill Road (T.R. 716), including pavement repair, lying within Belmont County.

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

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement incurred after September 15, 2020, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.

In view of the fact that the LPA's share of the project is now estimated in the amount of **Zero and - - - 00/100 Dollars, (\$0.00)**, therefore, the County will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.

**WHEREAS**, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

**WHEREAS**, This legislative authority desires the Director of Transportation to proceed with the aforesaid highway improvement.

**NOW, THEREFORE**, be It resolved:

- I. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- II. That the LPA enter into a contract with the State, and that the **County Engineer** be, and is hereby authorized to execute said contract for improving the described project.
- III. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 23<sup>RD</sup> day of September, 2020, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 103, at Page N/A, and under date of September 23, 2020.

Legislative Authority of the Board of County Commissioners  
**County of Belmont, Ohio**  
Terry Lively /s/  
**County Engineer**  
Bonnie Zuzak /s/

Clerk (Secretary Ex-Officio)

**CONTRACT**

(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

**WITNESSTH:**

**WHEREAS**, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

**WHEREAS**, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

**WHEREAS**, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment (if applicable) of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

**NOW, THEREFORE**, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION I: RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION II: PURPOSE**

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

**SECTION III: LEGAL REFERENCES**

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

**SECTION IV: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

This project consists of a landslide repair by tied back retaining wall along Wegee Road (C.R. 48) located on the slope between Wegee Road (C. R. 48) and Lashley Hill Road (T.R. 716), including pavement repair, lying within Belmont County; and

**SECTION V: FINANCIAL PARTICIPATION**

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed (if applicable) by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. In view of the fact that the LPA's share of the project is now estimated in the amount of **Zero and 00/100 Dollars, (\$0.00)**, therefore, the County will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.
5. **The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement incurred after September 15, 2020, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U. S. Department of Transportation.**
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

**SECTION VI: RIGHT-OF-WAY AND UTILITIES**

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
  - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
  - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
  - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION VII: ADDITIONAL PROJECT OBLIGATIONS**

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
  - A. To keep said highway open to traffic at all times;
  - B. To maintain for the PROJECT in accordance with provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116;
  - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
  - D. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
  - E. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
  - F. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

**SECTION VIII: DISPUTES**

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

**SECTION IX: NOTICE**

Notice under this contract shall be directed as follows

Board of County Commissioners	Ohio Department of Transportation
County of Belmont	Office of Estimating
101 W. Main Street	1980 West Broad Street, 1st Floor

St. Clairsville, Ohio 43950

Columbus, Ohio 43223

**SECTION X: FEDERAL REQUIREMENTS**

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Contractor shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

**SECTION XI: GENERAL PROVISIONS**

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

**SECTION XII: SIGNATURES**

Any person executing this contract in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile signature on any other party delivered in such a manner as if such signature were an original.

**IN WITNESS THEREOF**, the parties hereto have caused this contract to be duly executed in duplicate.

**OHIO DEPARTMENT OF TRANSPORTATION**

\_\_\_\_\_  
Director of Transportation

**LOCAL PUBLIC AGENCY**

**Board of County Commissioners County of Belmont**

Terry Lively /s/

**County Engineer**

J. P. Dutton /s/

**County Commissioner**

Jerry Echemann /s/

**County Commissioner**

Josh Meyer /s/

**County Commissioner**

9-23-2020

Date

**APPROVED AS TO FORM**

David K. Liberati Assist. P.A.

**PROSECUTING ATTORNEY**

Upon roll call the vote was as follows:

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

Mr. Dutton said this project is through ODOT, Federal Highway dollars. Everything is in place, just waiting for the contractor to start the project.

**RECESS**

**Jeff Felton, Belmont County Department of Job and Family Services Director**

**Re: Foster Care Program Update**

Present: Mr. Felton and staff members, Christine Parker, John LaRoche, Jennifer Fietz and Megan Maffe

Mr. Felton said there are twenty-eight Belmont County children in foster care, only six are in Belmont County foster homes. He said they want to increase that number, it is better to keep kids in the same community, the same neighborhood and the same schools. Starting October 1, 2020, the foster care per diem rate is increasing from \$22.00 per day to \$32.00 per day. Child care, if needed, will also be paid for. He added they are hoping to keep more Belmont County children in foster care in Belmont County instead of other counties. The Commissioners support the request and encourage more individuals to do what others are doing. Ms. Fietz noted foster care classes are for a total of thirty-six hours, there is no cost and they are held at the Belmont County Job and Family building.

**RECESS**

**Rob Sproul, Deputy Health Commissioner**

**Re: COVID-19 Update**

Rob Sproul, Deputy Health Commissioner, said there are 738 positive cases, 676 recoveries, 32 isolated, five are hospitalized and 25 deaths. He said there was free testing in Barnesville last Saturday, this coming Saturday free testing will be held in Bellaire. Mr. Sproul added the results are coming back in two to three days. He said they are still working on contract tracing with the schools and different agencies. The schools and

sporting events are going well. Mr. Dutton said it is great to see free testing set up for people. He said things are going very well with the numbers stabilizing. Mr. Sproul said they are keeping good communication with everyone which is important in keeping the numbers down. He said they are working with the Senior Services Director on the re-opening of the senior centers.

**Announcement-**

Mr. Dutton said they received notification from the PTTGC project team that they have cemented a long-term contract with Range Resources to be their natural gas provider for the project if it moves forward. Mr. Dutton said, "We are very pleased to hear this news. This is another pretty big announcement from the project team." He said they have locked up storage capacity with Mountaineer Storage in Monroe County a few week ago. "That encourages us. Another great announcement from the project team as they inch closer to making a final determination," said Mr. Dutton.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:40 A.M**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Jeff Felton, DJFS Director, 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. Echemann	Yes
Mr. Meyer	Yes

Lori O'Grady, DJFS HR Manager and Christine Parker, DJFS Administrator, were also present.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:02 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:02 a.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 business for the board to consider at this time.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:03 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 and compensation of public employees.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:59 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:59 a.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 are two motions for the board to consider.

**IN THE MATTER OF APPROVING DAVID FRANCIS, SR., FULL-TIME NUTRITION DRIVER TO EXTEND AUTHORIZED UNPAID LEAVE/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to extend authorized unpaid leave for David Francis, Sr., full-time Nutrition Driver at Senior Services of Belmont County, effective September 23, 2020, not to exceed October 21, 2020.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION APPROVING THE TERMS OF THE SETTLEMENT AGREEMENT WITH THE GRIEVANT AND AUTHORIZING PAYMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the following:

**RESOLUTION**

WHEREAS, Paula Michele Goodson, and Ohio Council 8, AFSCME filed a grievance dated July 17, 2020, alleging the Grievant was not terminated for just cause; and

WHEREAS, the parties hereto have reached a Settlement Agreement that, if performed, will fully settle and resolve the Matter; and

WHEREAS, the Board of County Commissioners, having been briefed about the facts and the history of the case, approves of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO:

The Board of County Commissioners hereby approves the terms of the Settlement Agreement with the Grievant and authorizes payment as described in the attached.

**SETTLEMENT AGREEMENT  
AND  
RELEASE OF ALL CLAIMS**

This Agreement and Release of All Claims ("Agreement") is made between the Belmont County Commissioner's Office (herein "Employer") and Paula Michele Goodson (herein "Employee") and Ohio Council 8, AFSCME (herein "Union"). Collectively, referred to herein as the "Parties."

WHEREAS, this Agreement is being entered into in good-faith to promote the public purpose in serving the residents of the County.

NOW THEREFORE, in exchange for and in consideration of the mutual promises contained herein, along with other good and valuable consideration the Parties, intending to be legally bound, hereby agree as follows:

1. Resignation. The Employer agrees to rescind the termination of the Employee and change her reason of separation to "resignation."
2. Neutral Reference. The Employer agrees to provide the Employee with a neutral reference upon request.
3. Separation Payment. Employee will receive a lump sum payment in the amount of ten thousand dollars (\$10,000). Such payment will be subject to the Employer's ordinary payroll and accounting practices. The Employee is responsible for any tax obligations.
4. The Employer agrees it is not pursuing criminal charges.
5. The Employer will not challenge an application or appeal for unemployment after the date of this Agreement.

6. The Employer will place this Agreement and any related records in a separate file (besides her personnel file). Notwithstanding, the Employer will comply with any valid public records request.
7. Release in Full of All Claims. Employee, for herself and Employee's heirs, administrators, executors, agents, and assigns, does hereby forever release and discharge the Employer and its officers, agents, servants, employees, consultants, attorneys, successors, predecessors, administrators, and assigns (hereinafter "the Released Parties") from any and all charges, claims, demands, appeals, judgments, causes of action, damages, expenses, costs, and liabilities arising out of her employment. Employee expressly acknowledges that the claims released by this paragraph include all rights and claims relating to Employee's employment with the Employer and the termination thereof, including without limitation any claims Employee may have under the Age Discrimination in Employment Act, as amended by the Older Workers Benefit Protection Act, Title VII of the Civil Rights Act of 1964, as amended, the Equal Pay Act, the Americans with Disabilities Act, as amended, Genetic Information Nondiscrimination Act (GINA), the Family and Medical Leave Act, as amended, Ohio R.C. Chapter 124, Ohio R.C. Chapter 4112, and any other federal, state, or local laws or regulations governing employment relationships. This Release specifically and without limitation includes a release of any claims for employment discrimination, wrongful discharge, breach of contract, or promissory estoppel, and extends to all claims of every nature and kind, whether known or unknown, suspected or unsuspected, presently existing or resulting from or attributable to any act or omission of the Employer or the other Released Parties occurring prior to the execution of this Agreement. The Release contained herein does not apply to rights or claims first arising after the effective date of this Agreement. Nothing in this Agreement is intended to, or shall, interfere with the Employee's rights under federal, state, or local civil rights or discrimination laws to file or otherwise institute a charge of discrimination, to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with such agency in its investigation, none of which shall constitute a breach of the non-disparagement or confidentiality clauses of this Agreement. The Employee shall not, however, be entitled to any relief, recovery or monies in connection with any such action brought against any of the Released Parties, regardless of who filed or initiated any such complaint, charge, or proceeding.
8. Compliance with Older Workers Benefit Protection Act. Employee specifically acknowledges and understands that this Agreement is intended to release and discharge any claims of Employee under the Age Discrimination in Employment Act, as amended by the Older Worker Benefit Protection Act.
9. Timeline for Consideration. Employee acknowledges that she has had twenty-one (21) days to consider the terms of this Agreement before signing it and will have seven (7) days in which to revoke Employee's acceptance after signing this Agreement. To revoke, Employee must deliver written notice of revocation to:  
 ATTN: Katie Bayness, Belmont County Human Resources Administrator  
 Human Resources Department  
 101 West Main Street  
 St. Clairsville, OH 43950  
 which states, "I HEREBY REVOKE MY ACCEPTANCE OF THIS AGREEMENT AND RELEASE."  
 The revocation must be personally delivered at the above address within seven (7) calendar days after the Employee signed this Agreement and Release.
10. Knowing and Voluntary Act. Employee acknowledges and agrees that the release set forth above is a general release and this Agreement was entered into knowingly and voluntarily. This release does not apply to breach of this Agreement.
11. Advisement to Employee. Employee is advised to consult with an Attorney or other representative prior to signing this Agreement and Release.
12. Nondisclosure. Employee will also only discuss the contents of this Agreement with her spouse, accountant, Union and/or legal counsel. This shall not prevent the Employee from participating in a governmental investigation or proceeding.
13. Resolution of Grievance. The Union agrees to withdraw the grievance dated 7-17-2020 with prejudice. The parties further agree that the terms and application of this Agreement shall not be subject to the grievance and arbitration procedures.
14. Non-Admission. This Agreement is not to be construed as an admission of liability or wrongdoing on the part of any Party. Employee and the Employer further understand and agree that this Agreement shall not be admissible as evidence in any federal, state, county, municipal, administrative or other commission proceeding, except that any Party may submit this Agreement to the appropriate court or agency in the event the other party breaches the same.
15. Right to Damages: Return of Severance. In the event it is determined by an appropriate court that Employee has not acted in accordance with Employee's obligations under the provisions of this Agreement, the Employer may recover any applicable damages, including without limitation the consideration provided for in this Agreement.
16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.
17. Choice of Forum. The parties to this Agreement agree that jurisdiction for any action filed to enforce this Agreement or any provision hereof, or any action which involves interpretation of this Agreement or any provision hereof, shall be proper only in state court located in Belmont County, Ohio, or in federal court in the Southern District of Ohio in Franklin County.
18. No Waiver of Terms. Failure to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement shall not be deemed a waiver of any such term, covenant, or condition, nor shall any failure at any one time or more times be deemed a waiver or relinquishment at any other time or times of any right under the terms, covenants, or conditions hereof.
19. Enforceability. This Agreement shall be construed and interpreted so as to be enforceable to the fullest extent permitted by law. If any provision of this Agreement shall be determined to be unlawful, improper, or unenforceable for any reason in any jurisdiction, such unenforceability shall not affect its validity or enforceability in any other jurisdiction, nor shall it affect the validity or enforceability of any other provision hereof.  
 This Agreement shall not be construed more strongly against either party, regardless of who is more responsible for its preparation. If there is a conflict between this Agreement and any present or future law, the part that is affected shall be curtailed only to the extent necessary to bring it within the requirements of the law.
20. Modifications. No modification or amendment of this Agreement shall be effective unless the same be in a writing duly executed by all the Parties hereto.
21. Entire Agreement/Nonprecedent. This Agreement sets forth the entire Agreement and supersedes and replaces any and all prior or contemporaneous representations or agreements, whether oral or written, relating to the subject matter herein. This Agreement shall be non-precedent setting.
22. Execution in Parts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute a single memorandum.
23. Voluntary Acts. EMPLOYEE HEREBY ACKNOWLEDGES THAT EMPLOYEE HAS CAREFULLY READ AND UNDERSTANDS THE TERMS OF THIS AGREEMENT, THAT EMPLOYEE HAS BEEN ADVISED AND ENCOURAGED TO CONSULT WITH AN ATTORNEY, IF DESIRED, HAS RECEIVED ALL THE ADVICE EMPLOYEE DEEMS NECESSARY CONCERNING THIS AGREEMENT, AND THAT EMPLOYEE HAS CHOSEN TO ENTER INTO THIS AGREEMENT FREELY, KNOWINGLY, AND VOLUNTARILY.

**SIGNATURES**

IN WITNESS WHEREOF, the Parties hereby execute this Agreement on the date(s) indicated below.

**Employer:**

Josh Meyer /s/  
Josh Meyer  
Belmont County Commissioner

9-23-2020  
Date

J. P. Dutton /s/  
J.P. Dutton  
Belmont County Commissioner

9-23-2020  
Date

Jerry Echemann /s/

9-23-2020



Jerry Echemann  
Belmont County Commissioner  
**Employee:**

Date

---

Paula Michelle Goodson

Date

---

Breen McNally  
Ohio Council 8, AFSCME

Date

Upon roll call the vote was as follows:

Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>
Mr. Meyer	<u>Yes</u>

**RECESS**

**Budget Hearings**-Present: Jaclynn Smolenak and Lisa Vannoy, Fiscal/Assistant Clerks.

**RECORDER**-Present: Recorder Mary Catherine Nixon and Brandie Nixon, Chief Deputy Recorder.

Ms. Nixon said her office was never self-sufficient until oil and gas came to the county over the last two to three years. She said it has slowed down some. In 2012 her appropriation was \$290,479.00, in 2020 it was \$266,000.00. Ms. Nixon said she had to put \$67,000.00 into the salary line to make up the shortage. Mr. Dutton said there has been reductions over the last few years and they have always taken the largest hit. He said the reductions were done to reduce county debt. "Because of some of these reductions and some of this debt being gone we may make it through this year despite COVID," said Mr. Dutton.

**CORONER**-Present: Timothy Skinner, Coroner Investigator

Mr. Dutton said the Commissioners are working directly with the Auditor Rocchio on a weekly basis. He said there has been a big reduction in sales taxes due to COVID, Belmont County was one of the hardest hit areas in the state. Mr. Dutton said the last thing we want to see is a reduction in services or staff. Mr. Skinner said investigations, overdoses and autopsies are up this year from last year.

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 1:35 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:35 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 30th day of September, 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