

St. Clairsville, Ohio

May 8, 2019

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, Jerry Echemann and J. P. Dutton, Commissioners and Jayne Long, Clerk of the Board.

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue his warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$745,220.15**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0170-A006-G02.002 Salary	E-0170-A006-G09.003 PERS	\$2,600.00
E-0257-A017-A00.000 Contingencies	E-0048-A002-K03.012 Equipment	\$23,950.00

**G50 LODGING EXCISE TAX**

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention & Visitors Bureau	E-1910-G050-G10.000 Colerain Twp. Dist.	\$42.80
E-1910-G050-G01.000 Convention & Visitors Bureau	E-1910-G050-G11.000 Mead Twp. Dist.	\$4.72
E-1910-G050-G01.000 Convention & Visitors Bureau	E-1910-G050-G12.000 Village of Barnesville Dist.	\$1.18

Upon roll call the vote was as follows:

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

**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 N29 CAPITAL PROJECTS-FACILITIES FUND**

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9029-N029-N04.574 Transfers In	\$200,156.29

**P53 SANITARY SEWER DIST FUND AND THE O10 BOND RET-FORCE MAIN EXT PROJ/BCSSD**

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9207-O010-O05.574 Transfers In	\$76,930.67

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the May 08, 2019 meeting:

**A00 GENERAL FUND**

E-0055-A004-B19.000	County Buildings	\$407.55
E-0256-A014-A01.000	CORSA Costs	\$6,122.00
E-0257-A015-A15.074	Transfers Out	\$200,156.29

**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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**E11 9-1-1 WIRELESS FUND**

E-2301-E011-E01.011	Contract Services	\$10,148.20
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**L01 SOIL CONSERVATION/BSWCD**

E-1810-L001-L14.000	Other Expenses	\$6,003.00
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**M60 CARE AND CUSTODY FUND/JUVENILE COURT**

E-0400-M060-M26.003	PERS CCAP	\$6,537.47
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**N29CAPITAL PROJECTS – FACILITIES**

E-9029-N029-N19.055	Renovations of HP Building	\$200,156.29
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**O09 BOND RET-WATERLINE EXT PROJECT/BCWSD**

E-9206-O009-O02.051	Interest Payment	\$57,000.00
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**O10 BOND RET-FORCE MAIN EXT PROJECT/BCWSD**

E-9207-O010-O02.051	Interest Payment	\$76,930.67
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**O39 BOND RETIR/ENGINEERS**

E-9218-O039-O01.050	Principal Bond Payment	\$100,000.00
E-9218-O039-O02.051	Bond Interest Payment	\$58,157.50

**O51 BOND RET-2014 REFUNDING 07 BOND/BCWSD**

E-9251-O051-O01.050	Principal Payment	\$39,100.00
E-9251-O051-O02.051	Interest Payment	\$58,400.00

**O52 BOND RET-2014 REFUNDING 92 BOND/BCWSD**

E-9252-O052-O01.050	Principal Payment	\$26,500.00
E-9252-O052-O02.051	Interest Payment	\$9,500.00

**S96 GEN SPEC PROJECT/JUVENILE COURT**

E-1589-S096-S12.000	Other Expenses	\$1,298.21
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**W80 PROSECUTOR-VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002	Salary	\$1,250.00
E-1511-W080-P02.010	Supplies	\$250.00
E-1511-W080-P03.000	Travel	\$28.00

E-1511-W080-P04.000	Other Expenses	\$132.00
<b><u>OAKVIEW JUVENILE/VARIOUS FUNDS</u></b>		
E-8010-S030-S40.000	Grant Holding	\$26,917.66
E-8010-S030-S51.002	Salaries	\$133,377.13
E-8010-S030-S55.010	Supplies	\$657.31
E-8010-S030-S58.000	Communications	\$789.71
E-8010-S030-S59.000	Fuel/Utilities	\$11,533.91
E-8010-S30-S60.000	Maintenance & Repair	\$3,615.26
E-8010-S030-S63.000	General	\$297.48
E-8010-S030-S66.003	PERS	\$23,241.84
E-8010-S030-S67.004	Workers Comp	\$15,040.21
E-8010-S030-S69.007	Unemployment Compensation	\$3,590.41
E-8010-S030-S70.005	Medicare	\$2,615.55
E-8010-S030-S71.000	Education/Recreation	\$1,000.00
E-8012-S032-S00.000	Activity Fund	\$161.70

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.  
**CASINO REVENUE Q4-2018/GENERAL FUND-\$200,156.29** deposited into R-0010-A000-A06.500 on 1/31/19.

**GENERAL FUND/CORSA REIMBURSEMENT-DOL 3/26/19 JFS STORAGE SHED-\$2,347.00** deposited into R-0040-A000-Q00.500 on 04-26-19. *(Claim No. 0160030215)*

**GENERAL FUND/CORSA REIMBURSEMENT-DOL 4/14/19 ANIMAL SHELTER FENCE-\$3,775.00** deposited into R-0040.A000-Q00.500 on 5/02/19. *(Claim No. 0160030223)*

**N29 FUND/CASINO REVENUE Q4-2018-\$200,156.29** transferred from the General Fund to the N29 Fund on 5/08/19.

**SSOBC/REIMBURSEMENT-\$407.55** deposited into R0050-A000-A45.500 on 5/03/19.

Upon roll call the vote was as follows:

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

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

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

**DJFS**-Michael Schlanz to Cadiz, OH, on May 9, 2019, to attend the Workforce Outreach meeting. A county car will be used for travel. Estimated expenses: \$15.00. Karie Hunkler and Kim Rico to Akron, OH, on May 21, 2019, to attend the Summit Co. JFS Case Manager Roundtable. A county car will be used for travel. Estimated expenses: \$30.00. Vince Gianangeli to Columbus, OH, on May 20, 2019, to attend the OJFSDA meeting with Joel Potts. Estimated expenses: \$351.40.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 1, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING RESIGNATION OF CHARLES R. FULLER, FULL-TIME  
COLLECTION SYSTEM OPERATOR/WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the resignation of Charles R. Fuller as full-time Collection System Operator at the Belmont County Water & Sewer District, effective May 16, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING OHIO WATER DEVELOPMENT AUTHORITY (OWDA) FUND  
PAYMENT REQUESTS FOR ENGINEERING SERVICES FOR WATER TREATMENT PLANT DESIGN**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the seven Ohio Water Development Authority (OWDA) Fund payment requests for Engineering Services for the Water Treatment Plant Design based upon the recommendation of Kelly Porter, Director, Belmont Co. Water and Sewer District, as follows:

1. URS Corporation - \$155,300.00
2. Prime - \$45,500.00
3. Prime - \$34,381.85
4. Prime - \$35,601.44
5. Prime - \$14,925.97
6. Prime - \$41,611.66
7. Poggemeyer Design Group - \$70,040.96

*Note: These reimbursements are through the District’s planning loan with OWDA for engineering services.*

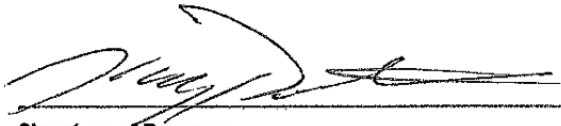
Ohio Water Development Authority  
Fund Payment Request

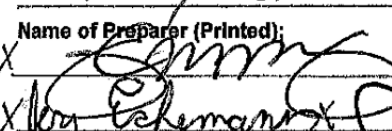
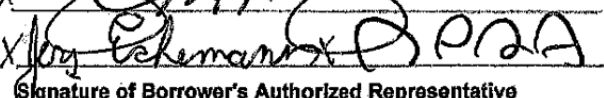
LGA Name: Belmont County  
Project Name: Water Treatment Plant Design  
Account Number: 7750  
EPA Loan Number:  
Disbursement Request: 1  
Date Prepared: 04/29/2019 10:40:56 AM

Contractor Name		Encumbered		Disbursed		Balance
OW	OWDA Fee	\$14,178.00		\$14,178.00		\$0.00
TS	Technical Services	\$4,050,776.00		\$0.00		\$4,050,776.00

Payee	Invoice #	Invoice Date	Invoice Amount	Requested Amount	
URS Corporation	<u>37620970</u>	09/04/2015	\$23,295.00	\$23,295.00	
URS Corporation	<u>37639789</u>	10/16/2015	\$11,647.52	\$11,647.52	
URS Corporation	<u>37651080</u>	11/05/2015	\$11,647.48	\$11,647.48	
URS Corporation	<u>37668492</u>	12/08/2015	\$6,212.00	\$6,212.00	
URS Corporation	<u>37684100</u>	01/08/2016	\$24,848.00	\$24,848.00	
URS Corporation	<u>37698577</u>	02/05/2016	\$18,636.00	\$18,636.00	
URS Corporation	<u>37713027</u>	03/03/2016	\$12,424.00	\$12,424.00	
URS Corporation	<u>37730730</u>	04/12/2016	\$6,212.00	\$6,212.00	
URS Corporation	<u>37745133</u>	05/09/2016	\$7,609.70	\$7,609.70	
URS Corporation	<u>37761484</u>	06/09/2016	\$11,336.90	\$11,336.90	
URS Corporation	<u>37770445</u>	06/29/2016	\$15,219.40	\$15,219.40	
URS Corporation	<u>37802416</u>	09/02/2016	\$6,212.00	\$6,212.00	
Total			\$155,300.00		
Total:			\$4,064,954.00	\$155,300.00	\$3,895,476.00
				\$169,478.00	\$3,895,476.00

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

  
Signature of Preparer

Kelly Porter  
Name of Preparer (Printed):  
  
X   
Signature of Borrower's Authorized Representative  
JOSH MEYER  
JERRY ECHEMANN  
J. P. DUTTON  
Name of Borrower's Authorized Representative (Printed);

For Ohio Water Development Authority Use		
Date	Voucher Number	Amount

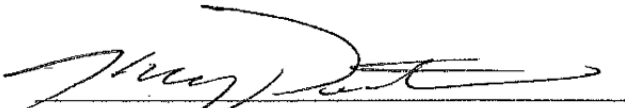
Ohio Water Development Authority

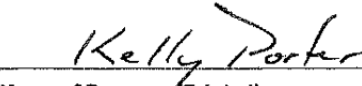
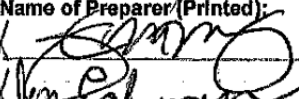
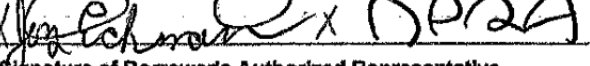
Ohio Water Development Authority  
Fund Payment Request

LGA Name: Belmont County  
Project Name: Water Treatment Plant Design  
Account Number: 7750  
EPA Loan Number:  
Disbursement Request: 3  
Date Prepared: 04/29/2019 2:15:09 PM

Contractor Name				Encumbered	Disbursed	Balance
OW	OWDA Fee			\$14,178.00	\$14,178.00	\$0.00
TS	Technical Services			\$4,050,778.00	\$0.00	\$4,050,778.00
Payee	Invoice #	Invoice Date	Invoice Amount	Requested Amount		
Prime	1	12/22/2016	\$14,050.50	\$14,050.50		
Prime	2	01/23/2017	\$12,209.40	\$12,209.40		
Prime	3	02/23/2017	\$8,121.95	\$8,121.95		
			Total	\$34,381.85	\$34,381.85	\$4,016,394.15
				Total:	\$4,064,954.00	\$48,559.85 \$4,016,394.15

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

  
Signature of Preparer

  
Name of Preparer (Printed):  
  
  
Signature of Borrower's Authorized Representative  
JOSH MEYER  
JERRY ECHEMANN  
J. P. DUTTON  
Name of Borrower's Authorized Representative (Printed);

For Ohio Water Development Authority Use

Date	Voucher Number	Amount


Ohio Water Development Authority

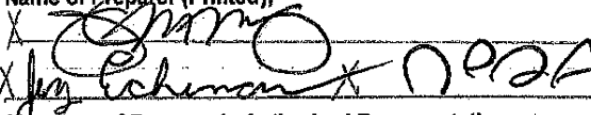
Ohio Water Development Authority  
Fund Payment Request

LGA Name: Belmont County  
Project Name: Water Treatment Plant Design  
Account Number: 7750  
EPA Loan Number:  
Disbursement Request: 4  
Date Prepared: 04/29/2019 2:31:29 PM

Contractor Name				Encumbered	Disbursed	Balance
OW	OWDA Fee			\$14,178.00	\$14,178.00	\$0.00
TS	Technical Services			\$4,050,776.00	\$0.00	\$4,050,776.00
Payee	Invoice #	Invoice Date	Invoice Amount	Requested Amount		
Prime	4	04/20/2017	\$30,218.47	\$30,218.47		
Prime	5	05/24/2017	\$4,255.99	\$4,255.99		
Prime	6	07/27/2017	\$1,126.98	\$1,126.98		
			Total	\$35,601.44	\$35,601.44	\$4,015,174.56
				Total:	\$4,064,954.00	\$49,779.44 \$4,015,174.56

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

  
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Kelly Porter  
Name of Preparer (Printed);  
  
Signature of Borrower's Authorized Representative  
JOSH MEYER  
JERRY ECHMANN  
J. P. DUTTON  
Name of Borrower's Authorized Representative (Printed);

For Ohio Water Development Authority Use

Date	Voucher Number	Amount

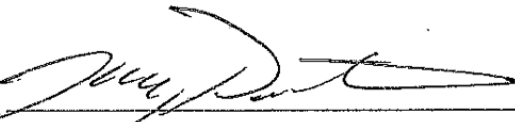
Ohio Water Development Authority

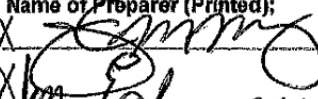
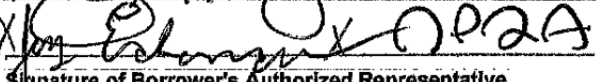
Ohio Water Development Authority  
Fund Payment Request

LGA Name: Belmont County  
Project Name: Water Treatment Plant Design  
Account Number: 7750  
EPA Loan Number:  
Disbursement Request: 5  
Date Prepared: 04/29/2019 2:39:00 PM

Contractor Name				Encumbered	Disbursed	Balance
OW	OWDA Fee			\$14,178.00	\$14,178.00	\$0.00
TS	Technical Services			\$4,050,778.00	\$0.00	\$4,050,778.00
Payee	Invoice #	Invoice Date	Invoice Amount	Requested Amount		
Prime	1	12/19/2017	\$14,925.97	\$14,925.97		
			Total	\$14,925.97		
				Total:	\$4,064,954.00	\$29,103.97
						\$4,035,850.03

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

  
Signature of Preparer

Kelly Porter  
Name of Preparer (Printed);  
  
  
Signature of Borrower's Authorized Representative  
JOSH MEYER  
JERRY ECHEMANN  
J. P. DUTTON  
Name of Borrower's Authorized Representative (Printed);

For Ohio Water Development Authority Use

Date	Voucher Number	Amount


Ohio Water Development Authority


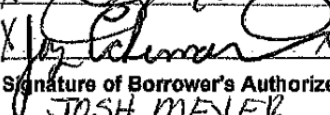
Ohio Water Development Authority  
Fund Payment Request

LGA Name: Belmont County  
Project Name: Water Treatment Plant Design  
Account Number: 7760  
EPA Loan Number:  
Disbursement Request: 6  
Date Prepared: 04/29/2019 2:44:36 PM

Contractor Name		Encumbered		Disbursed		Balance
OW	OWDA Fee	\$14,178.00		\$14,178.00		\$0.00
TS	Technical Services	\$4,050,778.00		\$0.00		\$4,050,778.00
Payee	Invoice #	Invoice Date	Invoice Amount	Requested Amount		
Prime	1	06/20/2017	\$23,400.93	\$23,400.93		
Prime	2	07/27/2017	\$18,210.73	\$18,210.73		
			Total	\$41,611.66		
		Total:		\$4,064,954.00	\$55,789.68	\$4,009,164.34

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

  
Signature of Preparer

Kelly Porter  
Name of Preparer (Printed);  
  
  
Signature of Borrower's Authorized Representative  
JOSH MEYER  
JERRY ECHEMANN  
J. P. DUTTON  
Name of Borrower's Authorized Representative (Printed);

For Ohio Water Development Authority Use		
Date	Voucher Number	Amount


Ohio Water Development Authority

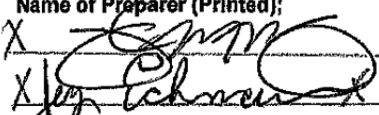
Ohio Water Development Authority  
Fund Payment Request

LGA Name: Belmont County  
Project Name: Water Treatment Plant Design  
Account Number: 7750  
EPA Loan Number:  
Disbursement Request: 7  
Date Prepared: 04/29/2019 2:51:25 PM

Contractor Name		Encumbered		Disbursed		Balance
OW	OWDA Fee	\$14,178.00		\$14,178.00		\$0.00
TS	Technical Services	\$4,050,778.00		\$0.00		\$4,050,778.00
Payee		Invoice #	Invoice Date	Invoice Amount	Requested Amount	
Poggemeyer Design Group		BC-1	02/28/2019	\$37,295.07	\$37,295.07	
Poggemeyer Design Group		BC-2	03/28/2019	\$32,745.89	\$32,745.89	
			Total	\$70,040.96		
			Total:	\$4,064,954.00	\$84,218.96	\$3,980,735.04

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

  
Signature of Preparer

Kelly Porter  
Name of Preparer (Printed);  
  
Signature of Borrower's Authorized Representative  
JOSH MEYER  
JERRY ECHMANN  
J. P. DUTTON  
Name of Borrower's Authorized Representative (Printed);

For Ohio Water Development Authority Use

Date	Voucher Number	Amount

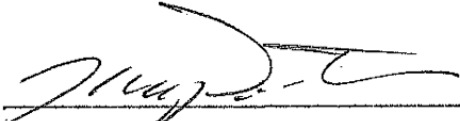
Ohio Water Development Authority

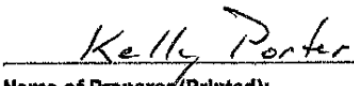
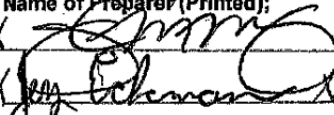
Ohio Water Development Authority  
Fund Payment Request

LGA Name: Belmont County  
Project Name: Water Treatment Plant Design  
Account Number: 7760  
EPA Loan Number:  
Disbursement Request: 2  
Date Prepared: 04/29/2019 12:55:00 PM

Contractor Name				Encumbered	Disbursed	Balance
OW	OWDA Fee			\$14,178.00	\$14,178.00	\$0.00
TS	Technical Services			\$4,050,776.00	\$0.00	\$4,050,776.00
Payee	Invoice #	Invoice Date	Invoice Amount	Requested Amount		
Prime	1	01/04/2017	\$2,275.00	\$2,275.00		
Prime	2	01/31/2017	\$7,280.00	\$7,280.00		
Prime	3	03/01/2017	\$17,745.00	\$17,745.00		
Prime	4	04/03/2017	\$18,200.00	\$18,200.00		
			Total	\$45,500.00	\$45,500.00	\$4,005,276.00
				Total:	\$4,064,964.00	\$59,678.00
						\$4,005,276.00

I hereby certify that this request for disbursement is a true and accurate request for disbursement, that it is made in accordance with the terms and conditions of the above referenced loan agreement, and all hourly wages on the project have been paid in accordance with the wage rates as required by the above referenced loan agreement. This request for disbursement represents eligible project costs previously un-requested, and that an inspection has been performed with all work being done in accordance with the terms of the contract award(s).

  
Signature of Preparer

  
Name of Preparer (Printed);  
  
Signature of Borrower's Authorized Representative  
JOSH MEYER  
JERRY ECHEMANN  
J. P. DUTTON  
Name of Borrower's Authorized Representative (Printed);

For Ohio Water Development Authority Use

Date	Voucher Number	Amount

Ohio Water Development Authority

<https://loans.owda.org/DisbursementRequestPrint.asp?SessionID=753321301&AppID=67...> 4/29/2019

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH  
YOUNGBLOOD PAVING, INC. FOR ENGINEER'S PROJECT 19-2 CHIP SEAL PROGRAM

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into contract with Youngblood Paving, Inc. in the amount of \$333,670.00 for the Belmont County Engineer's Project 19-2 CHIP SEAL PROGRAM, based upon the recommendation of Belmont County Engineer Terry Lively.

CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
BELMONT COUNTY ENGINEER'S  
PROJECT #19-2: 2019 CHIP SEAL PROGRAM

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 8th day of May, 2019 between YOUNGBLOOD PAVING, INC., 2516 State Route 18, Wampum, PA 16157, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said YOUNGBLOOD PAVING, INC. hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for applying dust suppressants to repaired areas and preparing and applying a single chip seal surface on various County Highways and all related

Work described by the Contract Documents.

The completion date for this project shall be August 23, 2019.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2016, and shall be under the direction of the County Engineer. All chip seal work for this project shall be in accordance with Item 422 of the ODOT CMS.

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
6,000 GAL	AE-DP Asphalt Emulsion	\$1.61	\$9,660.00
1,500 GAL	MC-70 Cutback Asphalt	\$3.50	\$5,250.00
158,500 SY	422 Single Chip Seal, CRS-2P, APP	\$1.81	\$286,885.00
12,500 SY	422 Single Chip Seal, MC-3000, APP	\$2.55	\$31,875.00
	TOTAL		\$333,670.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **YOUNGBLOOD PAVING, INC.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the county, against pecuniary loss.

**BELMONT COUNTY COMMISSIONERS**

**YOUNGBLOOD PAVING, INC.**

Josh Meyer /s/

By: Larry J. Youngblood /s/

Jerry Echemann /s/

Larry J. Youngblood

J. P. Dutton /s/

*Print / Type Signature*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT  
WITH KOFILTE TECHNOLOGIES, INC/RECORDER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into an agreement for records management and imaging system with KOFILTE TECHNOLOGIES, INC., on behalf of the Belmont County Recorder, to be paid monthly at the rate of \$3.90 per document filed into the CountyFusion system, based upon the recommendation of Mary Catherine Nixon, Belmont County Recorder.

*Note: This will be paid from the Recorder's Equipment Fund.*

**AGREEMENT FOR RECORDS MANAGEMENT AND IMAGING SYSTEM**

This Agreement for Records Management and Imaging System ("Agreement") is entered into by and between **KOFILTE TECHNOLOGIES, INC.** hereinafter referred to as KOFILTE, with offices located at 6300 Cedar Springs, Dallas, TX 75235, and **BELMONT COUNTY, OH**, a government entity ("Client"), with offices located at 101 W. Main Street, St. Clairsville, OH, 43950. KOFILTE and Client (each individually a "party" and collectively the "parties") agree as follows:

**1. TERM**

This Agreement will become effective on the date of full execution by the parties (the "Effective Date") and shall continue for a period of five (5) years, unless otherwise extended or terminated by the parties in accordance with the provisions of this Agreement (the "Term"). At the end of the Term, the parties agree that this Agreement may be renewed for an additional five (5) year period ("Extended Term"), subject to the termination provisions of this Agreement.

**2. SERVICES**

During the Term of the Agreement, and consistent with the terms and conditions set forth herein, KOFILTE will provide Client with the information technology products, software and materials (collectively, the "System"), and services ("Services") described in the Statement of Work, annexed hereto as Schedule A.

**3. PAYMENT**

Client agrees to pay KOFILTE for the System and Services in accordance with the payment provisions set forth in Schedule A. KOFILTE shall submit an invoice to Client for each payment due, and Client agrees to pay each invoice within thirty (30) calendar days after receipt. The date of payment shall be the date the check is mailed, as evidenced by the postmark.

**4. SALES AND USE TAXES**

If Client is by law exempt from property taxes or sales and use taxes, those taxes will not be included in invoices submitted to the Client under to this Agreement. KOFILTE may be considered a limited agent of the Client for the sole purpose of purchasing goods or services on behalf of the Client without payment of taxes from which Client is exempt. If KOFILTE is required to pay taxes by determination of a proper taxing authority having jurisdiction over the Products or Services provided under this Agreement, Client agrees to reimburse the KOFILTE for payment of those taxes.

**5. DELIVERY AND ACCEPTANCE**

KOFILTE will arrange for delivery of the appropriate System components to the Client installation site(s), as set forth in Schedule A. Shipment of the hardware shall be F.O.B. to the receiving point at each installation site. KOFILTE will pay reasonable transportation and insurance charges for hardware delivered to the receiving point at each installation site. All requirements for acceptance and testing of the System or any System components shall be set forth in Schedule A. The purchase consists of services related to information technology, such as programming services, that are proprietary or limited to a single source. All items of equipment shall remain the property of Kofile Technologies and may be removed by Kofile after termination or default under this agreement.

## 6. CONFIDENTIALITY

With respect to information relating to Client's business which is confidential and clearly so designated ("Client Confidential Information"), KOFIL will instruct its personnel to keep such information confidential by using the same degree of care and discretion that they use with similar information of KOFIL which KOFIL regards as confidential. However, KOFIL shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in KOFIL's possession; (iii) is independently developed by KOFIL outside the scope of this Agreement; or (iv) is rightfully obtained from third parties. In addition, KOFIL shall not be required to keep confidential any ideas, concepts, methodologies, inventions, discoveries, developments, improvements, know-how or techniques developed by KOFIL in the course of its services hereunder.

Client agrees that KOFIL's methodologies, tools, ideas, concepts, know-how, structures, techniques, inventions, developments, processes, discoveries, improvements, proprietary data and software programs, and any other information identified as proprietary or confidential by KOFIL, which may be disclosed to the Client, are confidential and proprietary information ("KOFIL Confidential Information"). With respect to KOFIL Confidential Information, the Client shall keep such information confidential by using the same degree of care and discretion that it uses with similar information of its own which Client regards as confidential. However, Client shall not be required to keep confidential any information which: (i) is or becomes publicly available; (ii) is already in Client's possession; (iii) is independently developed by the Client outside the scope of this Agreement and without any reliance on KOFIL Confidential Information; or (iv) is rightfully obtained from third parties.

KOFIL and Client shall use each other's confidential information only for the purposes of this Agreement and shall not disclose such confidential information to any third party, other than as set forth herein, or to each other's employees, KOFIL's permitted subcontractors, or Client's permitted consultants on a need-to-know basis, without the other party's prior written consent.

## 7. PRODUCT AND SYSTEM OWNERSHIP AND USE RIGHTS

The System provided under this Agreement includes technical information, software programs, equipment, designs, specifications, drawings, documentation, reports, and other materials (individually and collectively "KOFIL Intellectual Property"). Client understands and agrees that all KOFIL Intellectual Property (including all software upgrades, modifications, and customizations) provided under this Agreement shall at all times remain the property of KOFIL. To the extent the System includes third-party software components provided by KOFIL as part of the System, such third-party software will be subject to the provisions of the software licenses provided by those third-party software vendors. The provisions of this Section shall survive termination of this Agreement.

KOFIL hereby grants to Client a limited, non-exclusive, non-transferable, revocable license to use the KOFIL Intellectual Property included in the System solely for the internal operations of Client, and only during the Term of the Agreement. KOFIL represents and warrants that KOFIL possesses all rights necessary to effectuate the license set forth in this Section. The license granted under this Section does not include the right to grant sublicenses for the KOFIL Intellectual Property to any third party, including other persons, agencies, or other governmental entities that are not parties to this Agreement unless specifically set forth in Schedule A. Client and its employees and agents will not cause or permit reverse engineering of all or any portion of the

KOFILE Intellectual Property; will not distribute, disclose, loan, market, rent, lease, or otherwise transfer to any third party any portion of the KOFILE Intellectual Property without prior written authorization by KOFILE; and will not export any KOFILE software products in violation of federal export laws or regulations. The provisions of this Section shall survive termination of this Agreement.

#### **8. OWNERSHIP, USE, AND RETURN OF DATA**

All information, records, documents, files, data, and other items relating to the business of Client (including indexes, film, and other data created or acquired by use of the System), whether prepared by Client or KOFILE or otherwise coming into the possession of KOFILE in connection with performing the Services or otherwise during the term of this Agreement shall remain the exclusive property of Client. Client may duplicate on electronic media the data entered into the System. Client will retain ownership of all data created by the use of the System. Any requirement for data conversion shall be included in the Services set forth in Schedule A.

#### **9. RESPONSIBILITY FOR DATA BACKUP**

Prior to KOFILE providing the System, Client shall prepare and safeguard back-up copies of all data that will be used in connection with the System. Throughout the Term, KOFILE will be responsible for backing up all data and images contained in the System on a regular basis (and in all cases, immediately prior to the provision of any warranty or maintenance Services) in accordance with standard industry back-up procedures. Under no circumstances will KOFILE be responsible for the loss of any non-System Client data or software not provided by KOFILE.

#### **10. PERFORMANCE AND SYSTEM WARRANTIES**

KOFILE warrants that: (a) the Services will be performed in a professional and workmanlike manner in accordance with generally applicable industry standards; (b) during the Term, any component of the System furnished to Client under this Agreement will be free from material defects and errors that would prevent the documented operational features of the System from functioning when used properly under normal conditions and in accordance with the documentation and instructions for use provided by KOFILE; and (c) the System delivered by KOFILE will not infringe on any copyright, patent, trade secret, or other intellectual property rights or proprietary rights of any third party.

The limited System warranty provided pursuant to clause "b" in the preceding paragraph shall not cover, and shall be void as to (i) any System component on which maintenance has been performed by a third party that has not been authorized in writing by KOFILE; (ii) any System component that has been altered or modified by Client or any third party that has not been authorized to do so in writing by KOFILE; (iii) any System component that is damaged due to the negligence or misconduct of Client or any third party; (iv) any System component that has been damaged as a result of failure to operate the System in accordance with documentation or operating instructions provided by KOFILE; or (v) any failure due to a force majeure event or due to exposure to unusual physical or electrical stress. If any component of the System is believed to be defective, Client shall give KOFILE prompt written notice that identifies each defect with specificity. KOFILE will investigate and verify each reported defect. Upon verification by KOFILE of a reported defect, KOFILE shall (as determined by KOFILE in the sole discretion of KOFILE) repair, replace, or otherwise correct each verified defect at no cost to Client.

Neither party shall be responsible for delays or failures in performance as a result of limitations or problems inherent in the use of the Internet and electronic communications; force majeure events, including but not limited to Acts of God, war, terrorism, civil disturbance, labor dispute, weather, or climate change; or other cause beyond the reasonable control of a party.

THE LIMITED WARRANTIES SET FORTH IN THIS SECTION ARE MADE TO CLIENT EXCLUSIVELY AND ARE IN LIEU OF ALL OTHER WARRANTIES. KOFIE MAKES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY SYSTEM COMPONENTS OR THE SERVICES PROVIDED UNDER THIS AGREEMENT, IN WHOLE OR IN PART. KOFIE EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **11. INSURANCE**

If KOFIE performs any of the Services on Client premises, KOFIE agrees to maintain standard insurance coverage in accordance with its corporate policy. Upon request, KOFIE will provide evidence of coverage on a standard ACORD form certificate of insurance.

KOFIE will present current certificates prior to the commencement of this agreement, and shall maintain during the term of this agreement, the insurance and bonds specified below or as otherwise required by County's liability coverage provider:

- a.) Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b.) Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000 including coverage for subcontractors, if any are used.
- c.) Umbrella or Excess Liability\* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d.) Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e.) Board of Clark County Commissioners (50 E. Columbia St., Springfield, Ohio 45502) must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.
- f.) Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

- a.) Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
- b.) Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit

KOFIE's failure to maintain current insurance certificates at any time during the duration of the contract shall be deemed a breach of the contract. In the event of such breach, County shall have the right to withhold any further payment(s) due to KOFIE and to terminate the contract immediately without liability for any such payment(s).

In lieu of termination, County may, at its option, choose to withhold any further payment(s) due to KOFIE until KOFIE presents current certificates. In the event that KOFIE fails to present current certificates to County's satisfaction, County may exercise its right to terminate the contract in accordance with the above paragraph.

#### **12. RISK OF LOSS OR DAMAGE TO HARDWARE**

KOFILE will bear the risk of loss or damage to any System component while in transit to Client installation site(s). Client will bear all risk of loss or damage to any System component after delivery to the installation site(s), unless the loss or damage is due to the negligence or willful acts of KOFILE, its employees, agents, or representatives.

### **13. LIMITATIONS OF LIABILITY**

EXCEPT FOR SERVICE FEES AND AMOUNTS EXPRESSLY DUE AND PAYABLE TO KOFILE HEREUNDER, IN NO EVENT SHALL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER PARTY HEREUNDER FOR ANY CLAIMS, PENALTIES OR DAMAGES, WHETHER IN CONTRACT, TORT, OR BY WAY OF INDEMNIFICATION, IN AN AMOUNT EXCEEDING THE FEES OR OTHER CHARGES PAID BY CLIENT TO KOFILE DURING THE THREE (3) MONTHS PRECEDING THE CLAIM. UNDER NO CIRCUMSTANCES WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY.

### **14. TERMINATION OF THE AGREEMENT**

If KOFILE materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within thirty (30) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, Client may terminate this Agreement. Termination by Client shall be effective upon delivery of final payment to KOFILE of all sums due under this Agreement to the effective date of the termination. Client agrees to discontinue use of all hardware, software, and other KOFILE-owned materials no later than the effective date of termination and return the hardware, software, and other KOFILE-owned materials to KOFILE within thirty (30) calendar days after termination.

If Client materially breaches any of the terms and conditions set forth in this Agreement or fails to perform the obligations set forth in this Agreement and fails to cure the breach or failure within forty-five (45) calendar days (or other reasonable period stated in the notice) after receipt of written notice specifying the basis for the breach or failure to perform, KOFILE may terminate this Agreement for breach. Termination by KOFILE shall be effective upon written notice to Client. Client agrees to discontinue use of all hardware, software, and other KOFILE-owned materials no later than the effective date of termination and return the hardware, software, and other KOFILE-owned materials to KOFILE within thirty (30) calendar days after termination.

Either party may terminate this Agreement at the end of the Term or any Extended Term by providing sixty (60) calendar days written prior notice to the other party of the non-renewal of the Agreement.

This Agreement is subject to termination for convenience upon not less than thirty (30) days written notice to KOFILE if Client has failed to receive funds for the continued procurement of the System or Services after every reasonable effort has been made by Client to secure the necessary funding and if no substitute arrangement is made by Client to obtain the same or similar System or Services from another source.

### **15. RELATIONSHIP OF THE PARTIES**

This Agreement shall not constitute, create, give effect to, or otherwise imply a joint venture, partnership, or business organization of any kind. KOFILE and Client are independent parties, and

neither party shall act as an agent for or partner of the other for any purpose. Nothing in this Agreement shall grant to either party any right to make any commitments of any kind for or on behalf of the other party without the prior written consent of the other party. KOFILÉ shall not be restricted from providing systems or performing services for others and shall not be bound to Client except as provided under this Agreement.

KOFILÉ understands and agrees that it is an independent Contractor and agrees to indemnify and hold County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor.

KOFILÉ shall assume full responsibility for and shall indemnify County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or part resulting in whole or part from any negligent acts or omissions of the Contractor or any employee, agent or representative of the Contractor.

For purposes of chapter 145 of the Ohio Revised Code, if KOFILÉ is an entity engaged in business and KOFILÉ has five or more employees, any individual employed by KOFILÉ who provides personal services to County is not a public employee.

16. NOTICES TO PARTIES

Unless otherwise specified in this Agreement, all notices, requests, or consents required under this Agreement to be given in writing shall be transmitted by facsimile, hand delivered, or mailed (first class postage prepaid) to the person indicated below. Each party shall notify the other, in writing, of any change in the designated addressee or related information.

<b>To KOFILÉ:</b> Kofile Technologies, Inc. 6300 Cedar Springs Dallas, TX 75235	<b>To Client:</b> _____ _____ _____
Attn:	Attn: _____
Telephone: 214-442-6668	Telephone: _____
Facsimile: 214-442-6669	Facsimile: _____

17. DISPUTE RESOLUTION

It is the intent of the parties that any disputes arising under this Agreement be resolved expeditiously, amicably, and at the level within each party's organization that is most knowledgeable about the relevant issues. The parties understand and agree that the procedures outlined in this Section are not intended to supplant the routine handling of inquiries and complaints through informal contact of the parties. Accordingly, for purposes of the procedures set forth in this Section, a "dispute" is a disagreement that the parties have been unable to resolve by the normal and routine channels ordinarily used for resolving problems. Pending the final disposition of a dispute other than a dispute arising out of the termination of this Agreement by either party, the parties shall, at all times, proceed diligently with the performance of this Agreement. Before either party seeks any remedies available at law, the parties shall sequentially follow the procedures set forth below:

- (a) The complaining party will notify the other party in writing of the reasons for the dispute,

and the parties will work together to resolve the matter as expeditiously as possible. A formal written response will not be required, but the responding party may put its position in writing in order to clarify the issues or suggest possible solutions.

- (b) If the dispute remains unresolved fifteen (15) calendar days after the delivery of the complaining party's written notice, a senior representative of KOFIL and the Client (or a representative of Client who has authority to act to resolve the dispute) shall meet or participate in a telephone conference call within ten (10) business days of a request for the meeting or conference call by either party to resolve the dispute.
- (c) If the parties are unable to reach a resolution of the dispute after following these procedures, or if either party fails to participate when requested, then the parties may pursue any remedies available under this Agreement.

#### **18. COOPERATIVE PURCHASING**

For the purpose of increasing efficiency and/or reducing administrative expenses, Client may join and participate in cooperative procurement agreements with one or more other public bodies or agencies of the State of Ohio.

Client may provide goods or services to another governmental body through the use of this contract when it is determined by Client that such use is in the best interest of Client.

#### **19. HEADINGS**

The section headings used in this Agreement are merely for reference and have no independent legal meaning and impose no obligations or conditions on the parties.

#### **20. SEVERABILITY**

If all or part of any term or condition of this Agreement, or the application of any term or condition of this Agreement, is determined by any court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of the terms and conditions of this Agreement (other than those portions determined to be invalid or unenforceable) shall not be affected, and the remaining terms and conditions (or portions of terms or conditions) shall be valid and enforceable to the fullest extent permitted by law. If a judicial determination prevents the accomplishment of the purpose of this Agreement, the invalid term or condition (or portions of terms or conditions) shall be restated to conform to applicable law and to reflect as nearly as possible the original intention of the parties.

#### **21. ASSIGNMENT**

This Agreement shall be binding on the parties and each party's successors and assigns. KOFIL may assign or otherwise transfer this Agreement and any rights, duties, or obligations under this Agreement to a corporate parent, subsidiary, or affiliate of KOFIL. Any other attempt to make an assignment without prior written consent of the Client shall be void.

#### **22. WAIVER OR FOREBEARANCE**

Any delay or failure of either party to insist upon strict performance of any obligation under this Agreement or to exercise any right or remedy provided under this Agreement shall not be a waiver of that party's right to demand strict compliance, irrespective of the number or duration of any delay(s) or failure(s). No term or condition imposed on either party under this Agreement shall

be waived and no breach by either party shall be excused unless that waiver or excuse of a breach has been put in writing and signed by both parties. No waiver in any instance of any right or remedy shall constitute waiver of any other right or remedy under this Agreement. No consent to or forbearance of any breach or substandard performance of any obligation under this Agreement shall constitute consent to modification or reduction of the other obligations or forbearance of any other breach.

**23. INJUNCTIVE RELIEF**

The parties recognize that a remedy at law for a breach of the provisions of this Agreement relating to proprietary and confidential information; the unauthorized use of any trademark, copyright, or other intellectual property of KOFIL; or solicitation of KOFIL employees or business customers may not be adequate for protection of KOFIL, and accordingly KOFIL shall have the right to seek injunctive relief to enforce the provisions of this Agreement, in addition to any other relief and remedies available.

**24. CUMULATIVE REMEDIES**

All remedies available to either party for breach of this Agreement by the other party are and shall be deemed cumulative and may be exercised separately or concurrently. The exercise of a remedy shall not be an election of that remedy to the exclusion of other remedies available at law or in equity.

**25. SURVIVAL**

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement, will survive expiration or termination of this Agreement.

**26. GOVERNING LAW**

This Agreement shall be governed by, interpreted, construed, and enforced in accordance with the laws of the State of Ohio, without reference to the principles of conflict of laws. Lawsuits brought solely for injunctive relief may be brought in any court of competent jurisdiction.

KOFIL further agrees as required in O.R.C. §125.111

- (1) that in the hiring of employees for the performance of work under this Contract or any subcontract no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, military status, national origin, or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
- (2) That no Contract, subcontractor, or any person acting on behalf of any Contractor or subcontractor shall, in any manner discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Contract on account of race, color, religion, sex, age, handicap, military status, national origin, or ancestry.

27. ENTIRE AGREEMENT

The contents of this Agreement (including the Statement of Work and any other schedules or attachments to this Agreement that are referred to and incorporated in this Agreement by reference) constitute the entire understanding and agreement between the parties and supersede any prior agreements, written or oral, that are not specifically referenced and incorporated in this Agreement. The terms and conditions of this Agreement shall not be changed or modified except by written agreement signed by both parties.

IN WITNESS WHEREOF, the undersigned authorized representatives of KOFILE and the Client have executed this Agreement.

Kofile Technologies, Inc.  
By: \_\_\_\_\_  
Printed Name: John A. Woolf  
Title: CFO  
Date: \_\_\_\_\_

[Client] \_\_\_\_\_  
By: X Jerry Echemann X J.P. Dutton  
Printed Name: JOSH MEYER JERRY ECHEMANN J.P. DUTTON  
Title: BELMONT COUNTY COMMISSIONERS  
Date: 5-8-19

APPROVED AS TO FORM:  
CP-57  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Mr. Meyer recognized Robert DeFrank, Times Leader, for getting 3<sup>rd</sup> place in Division II in Ohio for best news writer. He said they (the Board) appreciate the work he does, he works very hard and it is a well deserved award.

BREAK

Re: Mental Health Awareness Month Proclamation

IN THE MATTER OF ADOPTING THE PROCLAMATION  
DESIGNATING MAY AS MENTAL HEALTH AWARENESS MONTH

Motion made by Mr. Meyer, seconded by Mr. Echemann to adopt the proclamation designating May as Mental Health Awareness Month.

PROCLAMATION  
RECOGNIZING  
MENTAL HEALTH AWARENESS MONTH

Whereas, mental health is essential to everyone’s overall health and well-being; and  
Whereas, all Belmont County residents experience times of difficulty and stress in their lives; and  
Whereas, mental illness is real and prevalent, and prevention is an effective way to reduce the burden of mental illness; and  
Whereas, with early and effective treatment, those individuals with mental illness can recover and lead full, productive lives; and  
Whereas, each business, school, government agency, healthcare provider, organization and citizen shares the burden of mental illness and has a responsibility to promote mental health and support prevention efforts.  
Therefore, we, the Board of Commissioners serving Belmont County, do hereby proclaim May 2019, as Mental Health Awareness Month in Belmont County, and call upon our citizens to increase their understanding of mental illness and take steps to protect their own mental health and well-being.  
Adopted this 8<sup>th</sup> day of May 2019.

BELMONT COUNTY COMMISSIONERS

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

Upon roll call the vote was as follows:

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

BREAK

9:45 Jennifer Woollard, BCARL, Lisa Duvall, Dog Warden, and Sheriff Dave Lucas  
Re: Humane Officer Memorandum of Understanding

Mr. Meyer said this has been worked on for quite a while; a lot of work has been put in to it. He explained Sheriff Lucas is here today because when the humane officer resigned several months ago the Sheriff’s office took on the duties and the Board greatly appreciates it. Ms. Woollard expressed her gratitude to the Board of Commissioners and their staff for working with them to get this agreement. She added they still have a few more steps in the process before they can actually have a humane officer on duty serving Belmont County. Mrs. Duvall said it will be good for the animals and that is what matters.

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE BELMONT COUNTY COMMISSIONERS AND BELMONT COUNTY  
ANIMAL RESUCE LEAGUE RE: PROVISION OF HUMANE OFFICER DUTIES

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the Memorandum of Understanding between the Board of Belmont County Commissioners and the Belmont County Animal Rescue League regarding the provision of Humane Officer duties.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) is entered into as of the date last signed by the parties hereto and between the Board of Belmont County Commissioners, Belmont County, Ohio, (hereinafter “the Commissioners”), a body corporate and politic of the State of Ohio, and the Belmont County Animal Rescue League (hereinafter “BCARL”), an Ohio corporation not-for-profit that is actively engaged in the promotion of care of domestic animals in Belmont County; and BCARL is a county society organized under Ohio Revised Code Section 1717.05. The Commissioners operate the county animal shelter (“Shelter”) located at 45244 National Road, St. Clairsville, OH 43950.

WITNESSETH

WHEREAS, the parties mutually recognize the importance of investigating and prosecuting any person guilty of an act of cruelty to animals; and,

WHEREAS, one of the objectives of BCARL is the inculcation of Humane principles and the enforcement of the laws for the prevention of cruelty to animals; and,

WHEREAS, BCARL is authorized to appoint agents for the purpose of prosecuting any person guilty of an act of cruelty to animals; and

WHEREAS, BCARL has agreed to provide an individual(s) to perform the duties of Humane Agent pursuant to Ohio Revised Code Section 1717.06; and,

WHEREAS, BCARL has agreed to appoint one or more Humane Agents through the Belmont County Probate Court; and, BCARL desires to assume the responsibility for enforcing the animal cruelty laws for and prosecuting the violators thereof; and,

WHEREAS, the Commissioners support the endeavors of BCARL to enforce the animal cruelty laws; and,

WHEREAS, Ohio Revised Code Section 1717.07 provides that the Commissioners shall be responsible for a reasonable salary for Humane Agents in an amount not less than twenty-five dollars per month; and,

WHEREAS, the Commissioners and BCARL have agreed that BCARL will continue to work on enforcing the animal cruelty laws and that the Commissioners will be responsible for the payment of a reasonable salary for the work performed as set forth herein.

NOW THEREFORE, in consideration of the mutual covenants and conditions and promises set forth herein. The Commissioners and BCARL do hereby agree as follows:

I. ENFORCEMENT OF OHIO’S ANIMAL CRUELTY LAWS

- BCARL shall be responsible for complying with current law in appointing appropriate individuals to serve as Humane Agents for the purpose of enforcing animal cruelty laws. BCARL shall assure that any Humane Agent duly appointed by BCARL and approved by the Probate Court pursuant to this contract shall maintain accurate records, including case reports and compilations of all calls, reports, and animal cruelty investigations, prosecutions, and the care and disposition and of any animals seized by the Humane Agent.
- To assist the Humane Agent in his/her duties, County shall make available to BCARL a YELLOW TRUCK and TRAILER more particularly described on Exhibit A attached hereto and made a part hereof by incorporation. The YELLOW TRUCK and TRAILER shall be available for BCARL’s use. BCARL shall ensure that the YELLOW TRUCK and TRAILER are only operated by qualified, licensed, and insured individuals, and BCARL shall provide such policies as required by, and insurance satisfactory to, Commissioners, naming Commissioners as an additional insured on said policy. The YELLOW TRUCK and TRAILER shall be utilized during the term of this agreement and any extensions thereof, but shall promptly be returned to the County upon expiration of this agreement.
- BCARL designees shall only have access to the Shelter for purposes of caring for the specific animals placed there by Humane Agent(s). BCARL shall be primarily responsible for the care of any animal placed at the Shelter by the Humane Agent(s).
- To the extent capacity at the Shelter permits, Commissioners will allow Humane Agent(s) to house up to 5 dogs and 5 cats at any one period of time. Humane Agent(s) will not place any animal other than a dog or cat at Shelter.

II. PAYMENT PROVISIONS

1. As reimbursement to BCARL for the cost of one or more Humane Agents, and pursuant to Ohio Revised Code Sections 1717.05 and 1717.07, Commissioners shall pay to BCARL during the term of this agreement the sum of Twenty Five Thousand Dollars (\$25,000.00) in monthly payments of Two Thousand Eighty Three Dollars and Thirty Three Cents (\$2,083.33) each, which shall be paid on the 1st day of the month. Throughout the term of this contract, the parties understand and agree that this monthly payment shall be for the first Twelve (12) months only, and that should a new contract be entered into upon termination of this contract, or should this contract be extended, the County will endeavor to reduce the monthly sum paid as reimbursement for the Humane Agents. BCARL will work with Commissioners to see that said sum is reduced. The Commissioners and BCARL understand and agree that any individual with whom BCARL contracts to serve as Humane Agent shall not be an employee or agent of Commissioners, and shall not report to or take direction from the Commissioners or any of Commissioners’ agents. However, all BCARL representatives and Humane Agents will follow the rules, regulations, directives, and policies established at the Belmont County Animal Shelter while utilizing the shelter under this agreement.

III. DURATION

1. The initial term of this agreement shall be Twelve (12) months commencing upon execution of this agreement. The parties anticipate working together in an attempt to continue the relationship, but neither party shall have the right to renew or extend this agreement without the mutual consent of the other. Either party may terminate this agreement without cause upon Thirty (30) days’ notice in writing to the other party. All notices pursuant to this agreement shall be in writing and hand delivered to the person and addressed set forth below.

Commissioners:	BCARL:
<u>Belmont County Commissioners</u>	<u>Jennifer Woollard</u>
<u>101 West Main Street</u>	<u>Its: Executive Director</u>
<u>St. Clairsville, Ohio 43950</u>	<u>PO Box 115 St. Clairsville, OH 43950</u>

IV. SHELTER ACCESS

1. Commissioners shall allow Shelter access to BCARL Humane Agent’s and designees whose names and addresses shall be provided to Commissioners in writing delivered as a notice set forth in the above paragraph. Commissioners shall have the right to approve or reject anyone on the list other than a Duly Appointed Humane Agent. It is understood and agreed that the number of Humane Agents and designees on Shelter premises at any one time will not exceed what is necessary to complete the daily duties as determined by the Humane Agent. Humane Agent or designee may bring one other individual to Shelter so long as that individual is under the direction of Humane Agent or Designee and under contract with BCARL. BCARL shall have the right to add and remove names from its list in order to keep an up-to-date list of those persons designated by BCARL to act at the Shelter, so long as those added are approved by Commissioners.

V. MISCELLANEOUS

1. **GOVERNING LAW** – The laws of the State of Ohio shall govern this agreement and any performance hereunder; and, venue shall be Belmont County.
2. **AMENDMENTS** – This agreement may only be amended in a writing signed by both parties.
3. **PREVIOUS AGREEMENTS** – On the date of execution, this writing constitutes the entire agreement between the parties with respect to all matters herein. There are no promises, terms, conditions, or obligations other than those contained within this agreement. This Memorandum of Understanding shall supersede all previous communications, representations, contract, or memorandum of understanding, either written or oral, between parties and specifically replaces any and all previously executed Memorandum of Understanding entered into between the parties regarding Humane services.
4. **SEVERABILITY** – If any provision of this Memorandum of Understanding shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remaining provision shall not be affected thereby the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law.
5. **COPIES** – This Memorandum of Understanding shall be executed in duplicate with an original to be retained by each of the parties hereto.
6. **PREVIOUS APPOINTMENTS** – All prior appointments of Humane Agents within Belmont County are deemed revoked immediately as to provide accurate reporting for state and local officials.

IN WITNESS WHEREOF, the parties hereto have signed this Memorandum of Understanding executed this 8th day of May, 2019.

BOARD OF BELMONT COUNTY COMMISSIONERS

DATED: 5-8-19

By: Josh Meyer /s/ Commissioner

By: Jerry Echemann /s/ Commissioner

By: J. P. Dutton /s/ Commissioner

BELMONT COUNTY ANIMAL RESCUE LEAGUE, an Ohio corporation not-for-profit that is a county Humane society organized under the Ohio Revised Code Section 1717.05.

DATED: 5-8-19

By: Jennifer Woollard /s/ Executive Director

APPROVED AS TO FORM:

David K. Liberati /s/ Assist. P.A., Prosecuting Attorney

Executed this 8th day of May, 2019.

BELMONT COUNTY, OHIO,  
a political subdivision of the State of Ohio

Josh Meyer /s/ Josh Meyer

Jerry Echemann /s/ Jerry Echemann

J. P. Dutton /s/ J. P. Dutton

BELMONT COUNTY ANIMAL RESCUE LEAGUE

By: Jennifer Woollard /s/

<u>YEAR</u>	<u>MAKE</u>	<u>EXHIBIT “A” MODEL</u>	<u>IDENTIFICATION NUMBER</u>
2009	CHEVROLET	K3500 TRUCK	1GCHK53K99F105069
1994	CORO	LIVESTOCK TRAILER	MJSB1622RE005894

Upon roll call the vote was as follows:

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

Mr. Dutton said, “We spent an inordinate amount of time on this issue because we wanted to make sure we got it right, as best we could. We think this is the best way forward for animal care in Belmont County and it is a great partnership between Belmont County and BCARL.” He added Sheriff Lucas and his staff are always willing to help. “It’s all of our problem in a community. My deputies and staff came up to full speed and it is unbelievable the numbers that we handled since we took over the calls,” said Sheriff Lucas. Mr. Echemann asked how humane cases are trending. Ms. Woollard said we don’t really know in our county, but thinks overall in the state it is increasing, possibly due to domestic and drug cases. Sheriff Lucas said they received calls with a variety of issues, even regarding livestock. He added his department will still be working with BCARL as needed on the criminal side. Ms. Woollard said humane officers will be getting trained, as well as others in other areas such as emergency management. Mr. Meyer said it is called the animal shelter, technically by law, it is a dog shelter. They don’t have to deal with cats, but they have. He said Candace Fleagane (Belmont County Cat Stray Shun Program) has done tremendous helping with the cats at the shelter. He thinks this partnership with BCARL will go a long way and is excited about this. BCARL will make the appointment of the humane officer and it will be approved by the Probate Judge.

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:30 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Cindy Stock, HR Administrative Assistant (filling in for 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. Meyer	Yes
Mr. Echemann	Yes
Mr. Dutton	Yes

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 10:42 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 10:42 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME**

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 10:43 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Cindy Stock, HR Administrative Assistant and Katie Bayness, HR Administrator (via phone) pursuant to ORC 121.22(G)(1) Personnel Exception to consider the discipline of a public employee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:17 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:17 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-**

**IN THE MATTER OF PLACING TERESA L. FOGLE,  
FULL-TIME LPN AT JAIL, ON PAID ADMINISTRATIVE LEAVE**

Motion made by Mr. Meyer, seconded by Mr. Echemann to place Teresa L. Fogle, full-time LPN at the Belmont County Jail, on paid administrative leave effective May 8, 2019, until further notice.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING  
EXECUTIVE SESSION AT 11:19 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Cindy Stock, HR Administrative Assistant and Katie Bayness, HR Administrator (via phone) pursuant to ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
EXECUTIVE SESSION AT 11:37 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to exit executive session at 11:37 a.m.

Upon roll call the vote was as follows:

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

**AS A RESULT OF EXECUTIVE SESSION-NO ACTION TAKEN AT THIS TIME**



**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 12:26 P.M.**  
Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:26 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 15<sup>th</sup> day of May, 2019.

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

We, Josh Meyer and Jayne Long, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

Josh Meyer /s/ PRESIDENT  
Jayne Long /s/ CLERK