

St. Clairsville, Ohio

November 13, 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.

Commissioner Meyer asked for a moment of silence for Rick St. John's passing. He was an EMT, Veteran and a county employee.

**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 \$745,438.37**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**A00 GENERAL FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-0054-A006-F11.012 Equipment	E-0054-A006-F03.000 Utilities	\$10,000.00
E-0256-A014-A11.006 Eye Care Insurance	E-0256-A014-A12.006 Dental Insurance	\$854.85

**S12 PORT AUTHORITY**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9799-S012-S07.000 Professional Services	E-9799-S012-S11.005 Medicare	\$290.00

**S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROB**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-1520-S077-S01.002 Salaries	E-1520-S077-S04.006 Hospitalization	\$130.60

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:

**P05 WATER WORKS FUND AND THE O09 BOND RET-WATERLINE EXT PROJECT/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3702-P005-P34.074 Transfers Out	R-9206-O009-O08.574 Transfers In	\$61,989.77

**P53 SSD FUND AND THE N14 SSD CAPITAL IMP/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9014-N014-N07.574 Transfers In	\$12,582.85

**P53 SSD FUND AND THE O12 NEFFS BOND RET/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	R-9312-O012-O05.574 Transfers In	\$24,447.58

**S66 MENTAL RETARDATION FUND AND THE S67 RESERVE FUND/BOARD OF DD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers In	\$200,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Dutton, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the November 13, 2019 meeting:

**H08 WIA AREA 16 FUND/EMA**

E-2610-H008-H04.000	Jefferson Co. DJFS/WIOA	\$129,722.00
E-2610-H008-H20.000	WIOA Area/16 Exp/Adm	\$14,414.00

**O09 BOND RET-WATERLINE EXT PROJECT/BCSSD**

E-9206-O009-O01.050	Principal Payment	\$147,989.77
E-9206-O009-O02.051	Interest Payment	\$28,000.00

**O51 BOND RET-2014 REFUNDING 97 BOND/BCSSD**

E-9251-O051-O01.050	Principal Payment	\$195,000.00
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**O52 BOND RET-2014 REFUNDING 92 BOND/BCSSD**

E-9252-O052-O01.050	Principal Payment	\$72,000.00
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**S33 DISTRICT DETENTION HOME/SARGUS**

E-0910-S033-S33.002	Salaries	\$38,948.87
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**S55 T-CAP GRANT/ADULT PROBATION**

E-1545-S055-S01.000	Grant Expenses	\$35,488.00
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**S67 RESERVE ACCOUNT-BOARD OF DD**

E-2411-S067-S20.000	Other Expenses	\$200,000.00
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**W80 PROSECUTORS-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	\$132.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF Y-95 EMPLOYER'S SHARE PERS/  
HOLDING ACCOUNT CHARGEBACK FOR OCTOBER, 2019**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/  
Holding Account for the month of October 2019.

**Gross Wages P/E 10/12/19 THRU 10/26/19**

<b>General Fund</b>	<b>FROM</b>	<b>TO</b>	
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	<b>5,142.11</b>
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	<b>851.20</b>
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	<b>952.00</b>
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	<b>3,200.06</b>
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	<b>5,430.99</b>
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	<b>232.50</b>
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	<b>6,155.55</b>
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	<b>3,408.51</b>
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	<b>1,260.70</b>
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	<b>6,149.58</b>
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	<b>9,190.77</b>
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	<b>595.61</b>
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	<b>116.46</b>
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	<b>4,642.45</b>
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	<b>1,228.30</b>
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	<b>1,924.69</b>
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	<b>1,668.48</b>
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	<b>7,275.07</b>
PROSECUTING ATTN	E-0111-A001-E09.003	R-9895-Y095-Y01.500	<b>7,531.36</b>
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	<b>3,730.44</b>
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	<b>19,870.88</b>
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	<b>2,976.48</b>
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	<b>930.90</b>
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	<b>3,545.11</b>
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	<b>2,693.90</b>
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	<b>3,063.50</b>
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	<b>32.00</b>
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	<b>277.75</b>
			<b>104,077.35</b>
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	<b>1,516.69</b>
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	<b>2,683.90</b>
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	<b>9.88</b>
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	<b>4.79</b>
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	<b>588.52</b>
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	<b>502.40</b>
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	<b>0.00</b>
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	<b>599.03</b>
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	<b>0.00</b>
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	<b>0.00</b>
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	<b>0.00</b>
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	<b>512.61</b>
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	<b>0.00</b>

Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	<b>831.70</b>
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	<b>0.00</b>
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	<b>110.05</b>
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-U095-Y01.500	<b>139.71</b>
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	<b>86.54</b>
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	<b>717.52</b>
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	<b>49,101.24</b>
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	<b>3,304.35</b>
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	<b>6,470.28</b>
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	<b>3,196.42</b>
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	<b>4,032.94</b>
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	<b>13,402.23</b>
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	<b>4,421.77</b>
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	<b>1,135.68</b>
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	<b>336.00</b>
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	<b>1,313.76</b>
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	<b>596.35</b>
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	<b>0.00</b>
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	<b>712.31</b>
PLACEMENT II	E-0400-M075-M03.002	R-9895-Y095-Y01.500	<b>0.00</b>
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	<b>1,397.02</b>
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	<b>17,300.57</b>
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	<b>3,732.48</b>
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	<b>1,400.00</b>
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	<b>8,668.56</b>
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	<b>8,474.02</b>
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	<b>3,516.30</b>
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	<b>320.40</b>
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	<b>96.90</b>
MENTAL RETARDATION	E-2410-S066-S76.003	R-9895-Y095-Y01.500	<b>34,979.67</b>
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	<b>18,902.22</b>
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	<b>589.62</b>
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	<b>735.80</b>
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	<b>2,383.02</b>
EASTERN CRT-COMPUTER	E-1570-S084-S11.003	R-9895-Y095-Y01.500	<b>268.80</b>
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	<b>651.82</b>
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	<b>615.19</b>
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	<b>671.52</b>
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	<b>0.00</b>
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	<b>95.07</b>
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	<b>1,718.49</b>
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	<b>323.08</b>
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	<b>559.54</b>
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	<b>603.08</b>
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	<b>140.00</b>
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			308,547.19

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS  
FOR 2020 WORKERS' COMPENSATION CHARGEBACKS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for 2020 Workers' Compensation Chargebacks.

**2020 WORKERS' COMPENSATION (BASED ON 2018 PAYROLL)**

ACCOUNT NAME	TRANSFER FROM ACCOUNT NUMBER	TRANSFER TO ACCOUNT NUMBER	2020 WKR COMP RATE X 0.010089
<b>GENERAL FUND</b>			
GENERAL FUND	A00	R-9899-Y089-Y04.574	114,949.50
PUBLIC EMPLOYER EMERG. ORGANIZATION	E-0256-A014-A14.004	R-9899-Y089-Y04.574	1,889.00
<b>(X 0.121073 RATE)</b>		<b>TOTAL GENERAL FUND</b>	116,838.50
<b>OTHER AGENCIES</b>			
DOG AND KENNEL	E-1600-B000-B09.004	R-9899-Y089-Y04.574	1,235.78
PUBLIC ASSISTANCE	E-2510-H000-H13.004	R-9899-Y089-Y04.574	43,816.98
FLOOD GRANT-PD FROM WIA	E-2600-H005-H11.000	R-9899-Y089-Y04.574	1,000.02
C.S.E.A.	E-2760-H010-H08.004	R-9899-Y089-Y04.574	5,956.38
REAL ESTATE ASSESSMENT	E-1310-J000-J05.004	R-9899-Y089-Y04.574	3,690.91
M.V.G.T. K-1 & K-2	E-2811-K000-K09.004	R-9899-Y089-Y04.574	2,692.69
M.V.G.T. K-11	E-2812-K000-K22.004	R-9899-Y089-Y04.574	12,545.55
M.V.G.T. K-25	E-2813-K000-K35.004	R-9899-Y089-Y04.574	3,936.95
SOIL CONSERVATION	E-1810-L001-L12.004	R-9899-Y089-Y04.574	1,023.24
WATER SHED COORDINATOR-SOIL	E-1815-L005-L12.004	R-9899-Y089-Y04.574	308.30
PORT AUTHORITY	E-9799-S012-S09.004	R-9899-Y089-Y04.574	1,261.06
DISTRICT DETENTION HOME	E-0910-S033-S45.004	R-9899-Y089-Y04.574	9,733.72
MENTAL HEALTH	E-2310-S049-S61.004	R-9899-Y089-Y04.574	2,662.00
MENTAL RETARDATION	E-2410-S066-S77.004	R-9899-Y089-Y04.574	28,806.07
BELMONT COUNTY SENIOR PROGRAM	E-5005-S070-S03.004	R-9899-Y089-Y04.574	15,298.81
COUNTY RECORDER	E-1210-S078-S13.004	R-9899-Y089-Y04.574	0.00
CERTIFICATE OF TITLE	E-6010-S079-S09.004	R-9899-Y089-Y04.574	2,925.12
MEDIATION SERVICES-COMMON PLEAS	E-1544-S054-S03.004	R-9899-Y089-Y04.574	268.00
WESTERN COURT COMPUTER FUND	E-1550-S082-S12.004	R-9899-Y089-Y04.574	0.00
EASTERN COURT COMPUTER FUND	E-1570-S084-S12.004	R-9899-Y089-Y04.574	242.71
NORTHERN COURT-SPECIAL	E-1561-S086-S04.004	R-9899-Y089-Y04.574	549.79
EASTERN COURT-SPECIAL	E-1571-S087-S04.004	R-9899-Y089-Y04.574	461.62
WESTERN COURT-SPECIAL	E-1551-S088-S04.004	R-9899-Y089-Y04.574	594.22
COMMON PLEAS COURT-SPECIAL	E-1572-S089-S08.004	R-9899-Y089-Y04.574	0.00
JUVENILE COURT-GEN SPECIAL PROJECT	E-1589-S096-S09.000	R-9899-Y089-Y04.574	86.66
OAKVIEW JUVENILE REHABILITATION	E-8010-S030-S67.004	R-9899-Y089-Y04.574	7,264.65
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9899-Y089-Y04.574	263.92
CORRECTIONS ACT GRANT-COMMON PLEAS	E-1520-S077-S05.004	R-9899-Y089-Y04.574	663.00
W.I.C. PROGRAM	E-4110-T075-T52.008	R-9899-Y089-Y04.574	2,039.75
LAW LIBRARY RESOURCES FUND	E-9720-W020-W04.004	R-9899-Y089-Y04.574	31.64
PROSECUTOR'S VICTIM PROGRAM	E-1511-W080-P06.004	R-9899-Y089-Y04.574	488.58
DRETAC-PROSECUTOR	E-1510-W081-P06.004	R-9899-Y089-Y04.574	546.31
DRETAC-TREASURER	E-1410-W082-T06.004	R-9899-Y089-Y04.574	390.79
<b>WATER DEPARTMENT</b>			
WATER WORKS FUNDS	E-3702-P005-P30.004	R-9899-Y089-Y04.574	13,313.31
SANITARY SEWER FUNDS	E-3705-PO53-P14.004	R-9899-Y089-Y04.574	3,386.63
<b>JUVENILE COURT GRANTS</b>			
ALTERNATIVE SCHOOL	E-0400-M067-M03.004	R-9899-Y089-Y04.574	0.00
CARE AND CUSTODY-YSSP	E-0400-M060-M28.004	R-9899-Y089-Y04.574	1,030.63
CARE AND CUSTODY-SUBSTANCE ABUSE	E-0400-M060-M74.004	R-9899-Y089-Y04.574	0.00
PLACEMENT II	E-0400-M075-M04.000	R-9899-Y089-Y04.574	0.00
TITLE IV-E REIMB	E-0400-M078-M02.008	R-9899-Y089-Y04.574	2,739.41
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9899-Y089-Y04.574	0.00
<b>COUNTY HEALTH</b>			
COUNTY HEALTH	E-2210-E001-E11.004	R-9899-Y089-Y04.574	1,699.85
TRAILER PARKS	E-2211-F069-F02.002	R-9899-Y089-Y04.574	67.05

HOME SEWAGE TREATMENT SYSTEMS	E-2227-F074-F06.000	R-9899-Y089-Y04.574	518.23
VITAL STATISTICS	E-2213-F075-F02.003	R-9899-Y089-Y04.574	391.02
REPRODUCTIVE HEALTH	E-2215-F077-F01.002	R-9899-Y089-Y04.574	430.02
WOMENS HEALTH SERVICE	E-2217-F079-F01.002	R-9899-Y089-Y04.574	0.00
HEALTHY HOMES	E-2228-F080-F01.002	R-9899-Y089-Y04.574	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9899-Y089-Y04.574	0.00
PREP	E-2230-F082-F01.002	R-9899-Y089-Y04.574	321.67
PHEP	E-2231-F083-F01.002	R-9899-Y089-Y04.574	375.03
NURSING PROGRAM	E-2232-F084-F02.008	R-9899-Y089-Y04.574	354.36
CHILD & FAMILY HEALTH SERVICE	E-2233-F085-F01.002	R-9899-Y089-Y04.574	146.82
GET VACCINATED	E-2236-F088-F02.000	R09899-Y089-Y04.574	21.52
FOOD SERVICE	E-2218-G000-G06.003	R-9899-Y089-Y04.574	942.16
WATER SYSTEM FUND	E-2219-N050-N04.002	R-9899-Y089-Y04.574	67.55
SWIMMING POOLS AND SPAS	E-2220-P070-01.002	R-9899-Y089-Y04.574	28.02
		TOTALS	293,457.00
<b>PWRE RATE (X 0.003595)</b>			
PUBLIC WORKS RELIEF EMPLOYEES	E-2510-H000-H08.004	R-9899-Y089-Y04.574	553.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated November 13, 2019, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

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

**COMMISSIONER'S**-Jerry Echemann to Columbus, OH, on December 4-6, 2019, to attend the CCAO/CEAO Winter Conference. A county vehicle will be used for travel. Estimated expenses: \$700.00.

**DJFS**-John Regis to Lisbon, OH, on November 15, 2019, to attend the Region 6 Fiscal Roundtable meeting. Estimated expenses: \$147.24.

Vince Gianangeli, to Columbus, OH, on November 18-19, 2019, to attend the OJFSDA Fiscal Committee meeting. Estimated expenses: \$323.40.

**HR DEPT.**- Katie Bayness to Columbus, OH, on December 4, 2019, to attend the CORSA Membership meeting. A county car will be used for travel. Katie Bayness to Columbus, OH, on December 5, 2019, to attend the Winter CLCCA meeting.

**SENIORS**-Kay Driscoll to New Philadelphia, OH, on December 5, 2019, for a senior outing to Menards. Susan Neavin to Cambridge, OH, on December 19, 2019, for a senior outing to the Christmas Village. County vehicles will be used for travel.

**WATER & SEWER DEPT.**-Kyle Lachendro to Minerva, OH, on either November 13, November 14 or November 15, 2019, for the disposal of asbestos materials at Minerva Enterprises. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of November 6, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCHEDULING  
THE BOARD'S REGULAR MEETING**

Motion made by Mr. Meyer, seconded by Mr. Echemann to reschedule the board's regular meeting to 9:00 a.m. on Tuesday, November 26, 2019, instead of Wednesday, November 27, 2019, due to Thanksgiving and to notify media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF JENNIFER WIGGINS,  
FULL-TIME SUPPORT WORKER II/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the resignation of Jennifer Wiggins, full-time Support Worker II with Senior Services of Belmont County, effective November 21, 2019.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR THE BELMONT COUNTY DIVISIONAL COURTS BUILDING RENOVATION PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to advertise for bids for the **Belmont County Divisional Courts Building Renovation Project**, based upon the recommendation of Christina Schessler, Senior Architect, McKinley Architects and Engineering, and authorize the Clerk of the Board to proceed with the required Notice to Bidders.

**Legal Notice**

Sealed bids will be received by the Board of Commissioners of Belmont County, Ohio (the "County"), as provided in this notice for the Belmont County Divisional Courts Building Renovation Project (the "Project"). Contract documents, which include additional details of the Project, are available for digital download from McKinley Architect + Engineers Phone: (304) 233-0140; Fax: (304) 233-4613; Email: [lsaseen@mckinleydelivers.com](mailto:lsaseen@mckinleydelivers.com).

Bids shall be enclosed in a sealed envelope addressed to Belmont County Commissioners, ATTN: Jayne Long, 101 West Main Street, St. Clairsville, Ohio 43950 and plainly marked on the outside "BELMONT COUNTY DIVISIONAL COURTS BUILDING RENOVATION PROJECT BID." Bids will be received until 10:00 a.m., local time, December 18, 2019.

Questions regarding plans and specifications should be addressed in writing to McKinley & Associates, Attn: Christina Schessler at [cschessler@mckinleydelivers.com](mailto:cschessler@mckinleydelivers.com).

All bids must include a Bid Guaranty, as described in the Instructions to Bidders. Prevailing wage rates apply. No bidder may withdraw its bid within 60 days after the opening; the County reserves the right to waive irregularities, reject any or all bids, and conduct necessary investigations to determine bidder responsibility.

By order of the Board of Commissioners  
of Belmont County, Ohio  
Jayne Long /s/  
Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Mondays, November 18 & November 25, 2019  
Upon roll call the vote was as follows:

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

Mr. Meyer said the lower building has been renovated. The upper building will house the County Courts and Prosecutor's office. They hope to start work on January 3, 2019, with a substantial completion date of July 3, 2019, and final completion date of August 3, 2019.

**IN THE MATTER OF ADVERTISING FOR BIDS FOR VEHICLES/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Echemann to advertise for bids for the following vehicles for the Senior Services of Belmont County:

1. Two (2) all-wheel drive, four door sedans
2. Four (4) four-wheel drive, hotshot vehicles with meal delivery package
3. One (1) rear entry wheelchair lift van
4. One (1) side entry wheelchair ramp van

**NOTICE TO BIDDERS**

**BELMONT COUNTY COMMISSIONERS' OFFICE  
ST. CLAIRSVILLE, OHIO 43950**

Sealed bids will be received by the Belmont County Board of Commissioners at the Commissioners Office, Belmont County Courthouse, 101 West Main Street, St. Clairsville, Ohio 43950 until 9:30 A.M. (Local Time) Wednesday, December 11, 2019, for furnishing bids for the following items for the Belmont County Senior Services then at said office publicly opened and read aloud.

- Two (2) all-wheel drive, four door sedans
- Four (4) four-wheel drive, hotshot vehicles with meal delivery package
- One (1) rear entry wheelchair lift van
- One (1) side entry wheelchair ramp van

**NOTE:** Bid may be for any of the vehicle groups or for all groups listed.

Copies of specifications and bid forms may be obtained at the Commissioners office between the hours of 9:00 A.M. and 4:00 P.M. daily, Monday through Friday.

Each bid must be accompanied by a bid Guaranty meeting the requirements of Section 153.54 of the Ohio Revised Code as follows:

- A Bond in accordance with Section 153.54 (B) O.R.C. —OR—
- A certified check, cashiers check or letter of credit in accordance with Section 153.54 © O.R.C in an amount equal to 5% of the bid.

Bid Security furnished in Bond form, shall be issued by a Surety company or Corporation licensed in the State of Ohio to provide said surety:

Each bid must contain the full name of the party or parties submitting the proposal and all persons interested therein. Said contract will be let to the lowest and best responsible bidder. The County reserves the right to reject any and all bids and award a contract to that bidder which is in the best interest of the County.

By order of the Board of Commissioners  
Of Belmont County, Ohio  
Jayne Long /s/  
Jayne Long, Clerk of the Board

Times Leader Advertisement: Two (2) Tuesdays, November 19 & 26, 2019  
Upon roll call the vote was as follows:

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

Mr. Meyer said the vehicles will be paid for with levy money and Gary Armitage, Executive Director, has done a good job of rotating vehicles as they wear out so we have a good fleet of vehicles as we move into the future.

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BCDJFS AND REBECCA SAFKO, CONSULTANT FOR FISCAL SERVICES/WIOA AREA 16**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the contract between Belmont County Department of Job and Family Services and Rebecca Safko, Consultant, for fiscal services relative to Workforce Investment Opportunity Act (WIOA) Area 16 effective January 1, 2020 through December 31, 2020 in an amount not to exceed \$33,600.00.

*Note: This contract can be renewed for one additional year with a 2% cost of living adjustment built in for time, supplies, etc.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
Purchase of the Performance of Services Contract**

**Whereas**, this contract, entered into on this 13<sup>th</sup> day of **November, 2019**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser"), in its capacity as Fiscal Agent for Workforce Area 16, and Rebecca Safko, Consultant

(hereinafter "Contractor"), is for the purchase of the performance of the following services: WIA/WIOA Area 16 fiscal services that meet the requirements and standards of the Workforce Innovation and Opportunity Act (WIOA) and the Ohio Revised Code and rules and regulations promulgated there under, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

**I PURPOSE**

The purpose of this contract is to provide WIA Area 16 fiscal services. The Purchaser has agreed to use WIOA Funds (CFDA # 17.258, #17.259, and #17.278), Comprehensive Case Management Employment Program (CCMEP) TANF Funds (CFDA #93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and other workforce related funding coming to the area after the date of this contract that support the activities performed under this contract.

**II PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
310 Fox Shannon Place  
St. Clairsville, OH 43950  
740-695-1075

**Contractor:** Rebecca Safko  
1446 Iroquois Drive  
Pittsburgh, PA 15205  
740-632-4671

**III CONTRACT PERIOD**

This contract and its terms will become effective on January 1, 2020. **No services shall be provided pursuant to this contract prior to its execution by all parties.** The termination date of this contract is December 31, 2020. The contract may be extended for one (1) additional 12-month period, based on the satisfactory performance of services by the Contractor.

**IV DEFINITIONS**

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

CCMEP is the Comprehensive Case Management Employment Program.

**V SCOPE OF WORK**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

1. The professional services performed under this contract include Fiscal Services and Program Monitoring. The contract period will be January 1, 2020 through December 31, 2020. At a minimum, this contract requires the Contractor to perform the following services:  
Design and implement a financial reporting package compatible with the CFIS web reporting system; receive and evaluate weekly draw requests then compile for State submission; monthly uploads, including the preparation of Belmont County's submission; reconcile funds with counties on a monthly basis; provide technical assistance to counties, as necessary; perform fiscal and program monitoring in each county, prepare and present fiscal reports to the COG and WDB, act as liaison between ODJFS and Area 16 counties, assist counties with WIOA audits, as needed; prepare the Area 16 audit schedules and footnotes; act as a liaison with the Auditor of State regarding the Area 16 audit; maintain Area 16 fiscal documentation; and perform monitoring of the CCMEP TANF population caseload.
2. Contractor shall meet all service requirements of this contract. Contractor's failure to perform services as required herein is a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. Contractor shall meet all performance standards included and incorporated into this document. Contractor's failure to meet these standards will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B.** Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Purchaser's right to terminate, cancel, rescind, and modify this contract as well as Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**C. Purchaser Responsibilities**

1. Purchaser agrees to cooperate and collaborate with Rebecca Safko, Consultant, to plan, implement, and monitor services under this contract.
2. Purchaser will pay all costs for services under this contract.
3. Purchaser agrees to maintain communication with Rebecca Safko, Consultant, on the local Workforce Innovation and Opportunity Act program and related activities as they apply to all counties in WIOA Area 16.



4. Purchaser will monitor Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring, as included in this contract.

**C. Service Requirements**

Contractor shall provide services listed under the above Contractor Responsibilities in a timely and efficient manner necessary for the operation of Workforce Area 16 and its individual counties' WIOA programs.

**D. Performance Standards**

The Purchaser will review the performance of services listed under the above Contractor Responsibilities periodically to assure that all necessary services are being provided as outlined in the contract.

**E. Performance Reporting**

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided. These invoices are due by the 10th of the following month and will include all required information for the entire prior month, from the first to the last day of that month.

Failure of Contractor to deliver all required invoices by the time stated in this article will be a breach of this contract, thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission, and modification, at Purchaser's discretion.

**F. Evaluation and Monitoring**

Purchaser shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection. Purchaser will provide Contractor with 72 hours notice prior to any evaluation or monitoring activity.

Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purpose of audit or examination. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract, triggering Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act Funds (CFDA # 17.258, #17.259, and #17.278), CCMEP TANF Funds (#93.558); National Dislocated Worker Grant (NDWG) (CFDA 17.277); and subsequent related workforce funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$33,600.00 (12-month contract)**. **All financial obligations of Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year. Upon a satisfactory review and extension of the contract, the Purchaser agrees to award a two (2%) percent increase to the original contract rate annually. The total contract amount includes \$1,000.00 of CCMEP TANF Funding for providing monitoring services of the CCMEP TANF participants.**

**VII ALLOWABLE COSTS**

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Workforce Area 16 Fiscal Services.

**Rebecca Safko, Consultant, shall provide services listed under Contractor Responsibilities as noted on attached budget, Exhibit A, at the end of this contract. Cost shall not exceed \$33,600.00.**

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants, as long as each service is not paid for more than once.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract, if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS**

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

**XII WARRANTY**

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage.

**XIV NOTICE**

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after acceptance of closeout report. If an audit is initiated during this time period, Contractor shall retain such records until the audit is concluded and all issues are resolved.



**XVI CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

**XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

**XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees, if applicable.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

**XIX RELATIONSHIP**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will at all times have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

**XX ASSIGNMENTS**

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

**XXI SUBCONTRACTS**

In the event Purchaser approves of a subcontract of all or part of the performance required herein, Contractor shall remain solely responsible for all performance hereunder, including delivering services, reporting performance and assisting with evaluation and monitoring, as described in this contract. Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract, including any modification involving proportional payment for services performed below the standards stated in this contract.

**XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

**XXIV BREACH OF CONTRACT**

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

**XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

**XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners and the Area 16 Workforce Development Board against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board in connection with any omission or negligent action.

**XXVII GOVERNING LAW AND FORUM**

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

**XXVIII SEVERABILITY**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**XXIX NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers’ Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XXXIII COPELAND “ANTI-KICKBACK” ACT**

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**XXXIV DAVIS-BACON ACT**

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXVI PUBLIC RECORDS**

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**XXXVIII ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**XXXIX PROCUREMENT**

Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.

**Rebecca Safko, Proposed Services Budget**

**January 1, 2020 through December 31, 2020**

		Hours to		Annual	
		Perform	Frequency	Hours	
		Budgeted			
Weekly	Draw Process	0.5	50	25	
	Emails and Technical Asst. (Includes CCMEP TANF)	2.5	52	130	
Monthly	Process Financials	4	12	48	
	Review & Oversight (Includes Belmont CCMEP TANF)	1	12	12	
	Maintain & Update Budgets	0.5	10	5	
	Belmont financials	1.5	12	18	
Quarterly	One-Stop	4	4	16	
	COG/WIB	10	4	40	
	WIB State Fiscal meeting(Columbus)	5	4	20	
	Reconcile w/State financials	4	4	16	
Annually	Audit Belmont WIA	12	1	12	
	Audit Area16 and certifications	20	1	20	
	Monitoring:				
	Belmont	Fiscal & Program	16	1	16
	Belmont	Youth Contract (Includes CCMEP TANF)	8	1	8
	Carroll	Fiscal & Program	12	1	12
	Harrison	Fiscal & Program	8	1	8
	Jefferson	CDFJS-Fiscal & Adm	8	1	8
	Jefferson	CAC-Fiscal & Program	30	1	30

Research	10	1	10
Write up & record keeping	10	1	10
WIOA System development/State required Training/Technical Assistance			90
WIOA meetings & accounting and/or monitoring training			40
	Total Hours		594
	Hourly Rate		\$46.92
12 month contract, compensation for Activities detailed above			\$27,870.48
Software/supplies/phone/internet/computer usage			\$1,400.00
Travel			\$3,529.52
Training			\$800.00
<b>Total Contract</b>			<b>\$33,600.00</b>

**XL SIGNATURES**

<u>Vince Gianangeli /s/</u>	11-7-19
Vince Gianangeli, Director Belmont County Department of Job and Family Services	Date
<u>J. P. Dutton /s/</u>	11-13-19
J. P. Dutton Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	11-13-19
Jerry Echemann Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	11-13-19
Josh Meyer Belmont County Commissioner	Date
<u>R Safko /s/</u>	11/7/2019
Rebecca Safko, Consultant	Date
Approved as to form: <u>David K. Liberati /s/ Assist PA</u>	11-12-19
Dave Liberati Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDMENT TO THE VENDOR AGREEMENT BETWEEN NCR TRANSPORTATION SERVICES, LLC AND BCDJFS**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign an amendment to the Vendor Agreement between NCR Transportation Services, LLC, and Belmont County Department of Job and Family Services that is in effect until December 31, 2019, increasing the maximum amount of the agreement from \$400,000 to \$450,000 due to increases in usage.

*Note: NCR provides transportation services for Title XIX individuals for medical appointments.*

**AMENDMENT TO VENDOR AGREEMENT  
WITH NCR TRANSPORTATION SERVICES, LLC.**

The parties agree to increase the maximum amount of the agreement from \$400,000.00 to \$450,000.00 due to increases in usage. This is an increase of \$50,000.00 that will be in effect for the last two months of the contract period which ends December 31, 2019. All other terms of the agreement remain unchanged. This amendment takes effect upon signature of all parties.

<u>Vince Gianangeli /s/</u>	11-6-19
Vince Gianangeli, Director	Date
<u>Peggy Hickenbottom /s/</u>	11-6-19
Peggy Hickenbottom	Date
<u>J. P. Dutton /s/</u>	11-13-19
Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	11-13-19
Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	11-13-19
Belmont County Commissioner	Date
<u>David K. Liberati /s/ Assist PA</u>	11-12-19
Belmont County Prosecutor	Date

Approved as to Form

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MODIFICATION TO THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND EAST CENTRAL OHIO EDUCATIONAL SERVICE CENTER**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the modification to the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and the East Central Ohio Educational Service Center for Adult Mentoring for In-School Youth and Out-of-School Youth, effective July 1, 2019 to June 30, 2020, increasing the not to exceed amount from \$58,600.00 to \$84,444.00.

*Note: There was not enough funding in the original contract to cover the contract period.*

**Modification to the CCMEP TANF/Workforce Investment and Opportunity Act (WIOA)  
Youth Services Contract**

**For  
Program Year 2019 (July 1, 2019 – June 30, 2020)**

**Purchaser:** Belmont County Department of Job and Family Services  
310 Fox-Shannon Place  
St. Clairsville OH 43950

**Contractor:** East Central Ohio Educational Service Center  
834 East High Street  
New Philadelphia OH 44663

This contract modification is entered into on the **13<sup>th</sup> day of November 2019** and is retroactive to **October 1, 2019**. The modification applies to Article VIII – Billing, Payment and Costs of the original contract signed on June 26, 2019. Article VIII shall be amended as follows to allow for the continuation of services without delay or interruption of payment for services:

**Article VIII – Billing, Payment and Costs**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. The Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to

- A. Failure to meet services requirements;
- B. Failure to meet performance standards;
- C. Failure to meet performance reporting requirements; and
- D. Failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, the Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

ACTIVITY	TOTAL COST
Direct Salary of One (1) Career Navigator	\$59,050.00
Career Navigator Direct Fringe Benefits	\$9,502.00
Operating Expenses	\$10,000.00
Indirect Costs	\$5,892.00
<b>TOTAL COSTS:</b>	<b>\$84,444.00</b>

Detailed List of Operating Expenses:

1. Mileage: \$4,500.00 to cover travel expenses of the college and career navigator traveling to and from businesses, schools and community organizations, etc. Mileage reimbursement will be the IRS maximum allowable rate.
2. Allowances: \$2,500.00 includes technical support, technological device and membership costs
3. Recruitment materials: \$1,000.00 includes copies and handouts
4. Professional Development: \$2,000 Contractor staff trainings are to be determined. The contractor must submit proposed training sessions to the Purchaser for review and approval prior to registering for any training sessions.

The total budget will be amended from \$58,600.00 to \$84,444.00 as approved by the Workforce Development Board Area 16. The original termination date of the contract remains June 30, 2020.

The total amount paid during the term of this contract (July 1, 2019-June 30, 2020) shall not exceed \$84,444.00. The remaining balance as of the signing of this modification is \$61,738.95.

All other terms and conditions of the original contract remain unchanged.

**Signatures:**

<u>Vince Gianangeli /s/</u> Vince Gianangeli, Director Belmont County Department of Job and Family Services	<u>11-7-19</u> Date
<u>Randy Lucas /s/</u> Randy Lucas, Superintendent East Central Ohio Educational Service Center	<u>11/7/2019</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, President Belmont County Board of Commissioners	<u>11-13-19</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Vice-President Belmont County Board of Commissioners	<u>11-13-19</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Commissioner Belmont County Board of Commissioners	<u>11-13-19</u> Date
<b>Approved as to form:</b> <u>David K. Liberati /s/</u> Dave Liberati Belmont County Prosecutor	<u>11-12-19</u> Date

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	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 SERVE AS THE BOARD’S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

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

**RESOLUTION TO ASSIGN AUTHORITY TO THE DIRECTOR OF THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES TO SERVE AS THE BOARD’S DESIGNEE WITH AUTHORITY TO REQUEST AND SIGN INTER-COUNTY ADJUSTMENTS OF ALLOCATIONS ON BEHALF OF BELMONT COUNTY**

**WHEREAS**, Ohio Administrative Code Section 5101:9-6-82 provides for the inter-county adjustment of any state or federal county family services agency allocation; and

**WHEREAS**, counties have requested such adjustments to best meet the need of their constituents due to the limited allowable uses of each fund and the nuances of the random moment sampling process on a county’s funding stream; and

**WHEREAS**, any unspent allocations within a county at the end of a fiscal year revert back to the state for use by the State Department of Job and Family Services; and

**WHEREAS**, a county job and family services agency must make such inter-county adjustment requests to the Ohio Department of Job and Family Services and include with such requests a resolution authorizing such from that county’s Board of Commissioners; and

**WHEREAS**, in accordance with Ohio Administrative Code Section 5101:9-6-82(F)(2)(a), a Board of County Commissioners may pass a resolution assigning authority to the Director of the county job and family services agency to serve as their designee and therefore grant that party authority to sign the inter-county adjustment agreement on behalf of the county for a specific period of time.

**THEREFORE, BE IT RESOLVED** that the Belmont County Board of Commissioners hereby assigns authority to Vince Gianangeli, BCDJFS Director, to serve as the Belmont County Board of Commissioners’ designee and hereby grants Vince Gianangeli the authority to sign the inter-county adjustment agreements on behalf of Belmont County for the period January 1, 2020 through December 31, 2020, with the understanding that a summary of such adjustments shall be provided to the Board of Commissioners as they are made with other County Departments of Job and Family Services.

Adopted this 13<sup>th</sup> day of November, 2019.

Upon roll call the vote was as follows:

<u>J. P. Dutton /s/</u>	<u>Yes</u>
J. P. Dutton, County Commissioner	
<u>Jerry Echemann /s/</u>	<u>Yes</u>
Jerry Echemann, County Commissioner	
<u>Josh Meyer /s/</u>	<u>Yes</u>
Josh Meyer, County Commissioner	

**Discussion**-Present: Jack Regis, Jr., Fiscal Officer, Department of Job and Family Services.

Mr. Regis explained the above motions regarding Department of Job and Family Services. He said the first motion was for the Workforce program. He said that program is very confusing and Rebecca Safko is very knowledgeable in that area and makes sure all four counties involved get the maximum dollars to help the clients served get the maximum services they can. Ms. Safko is also responsible for helping with the annual state audit and for the last four years they have received a perfect audit from the Auditor of State. Mr. Regis said the contract with East Central Ohio Educational Service Center is for Adult Mentoring to students in the Comprehensive Case Management and Employment Program. An adult mentor is provided to help participants navigate through their case plan, school, work experience program and educational opportunities after school such as college, vocational school, trade school, apprenticeship program, etc. Mr. Regis said the vendor agreement with NCR was increased due to the non-emergency transport usage increasing. He said the closing of local hospitals has caused an increase in clients, mileage and time. Mr. Regis said the resolution the board passed gives Director Vince Gianangeli the ability to trade funds with other counties which allows Belmont County to get funding in areas where there is a shortfall. We also give other counties funds where we don’t use all of ours but he added Belmont County receives more funding than we give.

**IN THE MATTER OF THE VACATION OF AN UNNAMED ALLEY IN POORMAN’S SUBDIVISION PULTNEY TWP. SEC. 27, T-2, R-2 /RD IMP 1164**

**Office of County Commissioners**

**Belmont County, Ohio**

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 13<sup>th</sup> day of November, 2019, at the office of the Commissioners with the following members present:

Mr. Meyer  
Mr. Echemann  
Mr. Dutton

**RESOLUTION – ORDER TO CLOSE ROAD**

Sec. 5563.01 O.R.C.

Mr. Meyer moved the adoption of the following Resolution:

WHEREAS, At least ten days have elapsed since the final order of the board in the matter of this improvement, and  
WHEREAS, No person, firm or corporation interested, has effected an appeal from our orders in the matter of the above named improvement, therefore, be it

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of October 30, 2019, and a copy of this resolution be forwarded to the Pultney Township Trustees.

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

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

Adopted the 13<sup>th</sup> day of November, 2019.

Jayne Long /s/  
Clerk, Board of County Commissioners  
Belmont County, Ohio

1. “locating,” “establishing,” “altering,” “widening,” “straightening,” “vacating” or “changing the direction of.”

**IN THE MATTER OF ADOPTING A RESOLUTION SUPPORTING THE 2020 CENSUS AND CREATING A COMPLETE COUNT COMMITTEE**

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

WHEREAS, the U.S. Census Bureau is required by the U.S. Constitution to conduct a count of the population and the census provides an historic opportunity to help shape the foundation of our society and play an active role in American democracy; and

WHEREAS, the Board of Commissioners of Belmont County is committed to ensuring that every resident is counted; and

WHEREAS, federal and state funding is allocated to communities, and decisions are made on matters of local importance based in part on census data; and

WHEREAS, information from the 2020 Census is vital for economic development planning and increased employment; and

WHEREAS, a united voice from business, government, community-based and faith-based organizations, educators, media and others will enable the 2020 Census message to reach more of our citizens; now, therefore

BE IT RESOLVED by Board of Commissioners of Belmont County:

Section 1: That the Board of Commissioners of Belmont County supports the goals of the 2020 Census and will disseminate 2020 Census information.

Section 2: That the Board of Commissioners of Belmont County will encourage all of its residents to participate in events and initiatives that will raise the overall awareness of the 2020 Census and increase participation.

Section 3: That a 2020 Census Complete Count Committee (“Committee”) is hereby established for the purpose of mobilizing and leveraging personnel and resources, both internal and external to County administration, to assure an accurate census count resulting in an equitable share of financial assistance and representation for the citizens of Belmont County.

Section 4: That the Board of Commissioners of Belmont County will appoint members of the Committee including elected officials, faith-based organizations, education, medical and mental health, media, labor, and various community representatives.

Section 5: That this resolution shall be in effect from and after its adoption through the end of the 2020 Census period.

Adopted this 13<sup>th</sup> day of November, 2019

Upon roll call the vote was as follows:

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

Mr. Meyer said they were approached by a representative from the US Census Bureau. They are trying to get out the word on how important it is to partake in the census. It impacts how federal dollars are disbursed and how many representatives are at the federal level for your area.

**OPEN PUBLIC FORUM**-Frank Papini, St. Clairsville resident and SOAR member, said he was approached by Kathie Brown of Wheeling Health Right. Health Right applied for a Belmont County Enrichment Fund grant and were denied. Ms. Brown would like a letter of support signed by the Board of Commissioners. Mr. Papini presented the letter of support to the board. He added Wheeling Health Right is in dire need of funding and they deal with over 4,000 Belmont County residents. Mr. Meyer said he knows they do a lot of good work. Mr. Dutton explains the Belmont County Enrichment Fund is a private non-profit grant program and is not a Belmont County entity.

**RECESS**

**IN THE MATTER OF BID OPENING FOR BOARD OF DEVELOPMENTAL DISABILITIES ROOF RENOVATIONS PROJECT**

This being the day and 9:30 a.m. being the hour that bids was to be on file in the Commissioners' Office for the Board of Developmental Disabilities Roof Renovations Project; they proceeded to open the following bids:

<b>NAME</b>	<b>BID BOND</b>	<b>BID AMOUNT</b>
<b>Murray Sheet Metal Company 3112 7<sup>th</sup> Street Parkersburg, WV 26104</b>	<b>X</b>	<b>\$520,433.00</b>
<b>Mansuetto &amp; Sons 116 Wood Street Martins Ferry, OH 43935</b>	<b>X</b>	<b>\$864,037.00</b>
<b>Tri-State Roofing &amp; Sheet Metal PO Box 1949 Parkersburg, WV 26102</b>	<b>X</b>	<b>\$633,320.00</b>
<b>Kalkreuth Roofing &amp; Sheet Metal, Inc. 53-14<sup>th</sup> Street Wheeling, WV 26003</b>	<b>X</b>	<b>\$739,900.00</b>

Present for opening: Stephen Williams, Board of DD Superintendent

Motion made by Mr. Meyer, seconded by Mr. Echemann to turn over all bids received for the Board of Developmental Disabilities Roof Renovations Project to Stephen Williams, Superintendent, for review and recommendation.

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:16 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the compensation, discipline and employment 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 11:26 A.M.**

Motion made by Mr. Meyer seconded by Mr. Echemann to exit executive session at 11:26 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is no decision to be made at this time.

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:30 A. M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter executive session with DJ Watson, Director and Lisa Rine, Fiscal Officer, Belmont Harrison Juvenile District Detention Center, pursuant to ORC 121.22(G)(4) Collective Bargaining Exception.

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 11:48 A.M.**

Motion made by Mr. Meyer seconded by Mr. Echemann to exit executive session at 11:48 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is no decision to be made at this time.

**RECESS**

November 13, 2019

**Reconvened Thursday, November 14, 2019, at 9:58 a.m. Present: Commissioners Meyer, Echemann and Dutton and Clerk Jayne Long.**

Mr. Meyer said there is no further action to be taken.

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 9:58 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 9:58 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 20th day of November, 2019.

Josh Meyer /s/ \_\_\_\_\_

J. P. Dutton /s/ \_\_\_\_\_ COUNTY COMMISSIONERS

Jerry Echemann /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