

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 \$1,480,166.53

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-0051-A001-A24.000 Infrastructure	E-0051-A001-A15.012 Sheriffs Cruisers	\$79,552.43
E-0051-A001-A50.000 Budget Stabilization	E-0040-A002-G02.002 Salaries-Employees	\$7,378.18
E-0051-A001-A50.000 Budget Stabilization	E-0063-A002-B25.002 Salaries	\$2,650.00
E-0051-A001-A51.000 Oil & Gas-Commissioners	E-0257-A015-A15.074 Transfers Out	\$200,000.00
E-0051-A001-A52.000 Admin Exp-Lodging Excise Tax	E-0051-A001-A15.012 Sheriffs Cruisers	\$6,000.00
E-0111-A001-E02.002 Salaries	E-0111-A001-E09.003 PERS	\$13,450.00
E-0131-A006-A04.002 Road Salaries	E-0131-A006-A02.002 Admin. Salaries	\$20,000.00
E-0141-A001-C03.010 Supplies	E-0141-A001-C02.002 Salary-Employees	\$6,245.15
E-0141-A001-C04.012 Equipment	E-0141-A001-C02.002 Salary-Employees	\$556.01
E-0141-A001-C08.000 Advertising and Printing	E-0141-A001-C02.002 Salary-Employees	\$562.85
E-0141-A001-C11.000 Other Expenses	E-0141-A001-C02.002 Salary-Employees	\$2,874.87
E-0170-A006-G09.003 PERS	E-0170-A006-G02.002 Salaries	\$35.26
E-0170-A006-G10.000 Fringe Benefits	E-0170-A006-G02.002 Salaries	\$350.00
E-0170-A006-G10.000 Fringe Benefits	E-0170-A006-G11.000 Other Expenses	\$3,900.00
E-0257-A015-A15.074 Transfers Out	E-0040-A002-G02.002 Salaries	\$21,116.77
E-0257-A017-A00.000 Contingencies	E-0040-A002-G02.002 Salaries	\$5.08
E-0257-A017-A00.000 Contingencies	E-0040-A002-G08.003 PERS	\$10,500.00

H00 PUBLIC ASSISTANCE FUND/BCDJFS

FROM	TO	AMOUNT
E-2510-H000-H17.000 Other Expenses	E-2510-H000-H01.002 Salaries	\$50,000.00

K00 M.V.G.T. FUNDS/ENGINEER

FROM	TO	AMOUNT
E-2812-K000-K16.013 Cont-Projects	E-2812-K000-K15.011 Contract Services	\$2,632.00
E-2812-K000-K24.000 Other Expenses	E-2812-K000-K15.011 Contract Services	\$1,368.00
E-2813-K000-K29.011 Contract Services	E-2812-K000-K15.011 Contract Services	\$3,000.00

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 O54 DEBT SERVICES-COUNTY ISSUES

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9254-O054-O10.574 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 FOR VARIOUS FUNDS/CLOSED CARRY-OVER PURCHASE ORDERS

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

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0131-A006-A24.000	E-SORN Expenses	\$10,915.55
E-0131-A006-A27.000	Sheriffs Dive Team Account	\$765.98
E-0131-A006-A28.000	Shop with a Cop	\$473.96
E-0131-A006-A29.000	Sheriffs Mounted Account	\$1,000.00
E-0131-A006-A29.000	Sheriffs Mounted Account	\$1,090.00
E-0131-A006-A30.000	Sheriffs Project Life Saver	\$451.00
E-0131-A006-A34.000	Litter Control/Sheriff	\$250.00
E-0253-A008-D03.000	Crippled Children Aid	\$84,664.99

B16 Enforcement Education Fund

E-1652-B016-B02.000	Education Expenses	\$2,437.78
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S01 Concealed Handgun License Fund

E-5101-S001-S07.010	Equipment	\$495.68
<u>S99 Probate Court Conduct Business Fund</u>		
E-1599-S099-S10.010	Supplies	\$5,984.73

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 26, 2019 meeting:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil and Gas	\$56,137.78
E-0057-A006-F06.011	Veterinary Services	\$422.44
E-0151-A002-F09.000	Other Expenses	\$676.67
E-0256-A014-A01.000	CORSA Costs	\$2,390.00

E10 911 FUND

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

E-2301-E011-E01.011	Contract Services	\$21,602.48
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H00 PUBLIC ASSISTANCE/BCDJFS

E-2510-H000-H01.002	Salaries	\$100,000.00
E-2510-H000-H12.003	PERS	\$50,000.00
E-2510-H000-H17.000	Other Expenses	\$656,461.78

H05 BEL. CO. WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H11.000	WIA-Flood Expenses	\$192,281.67
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H08 WIOA AREA 16 FUND/BCDJFS

E-2610-H008-H05.000	Belmont Co. Flood	\$192,281.67
E-2610-H008-H06.000	Jefferson Co. Flood	\$84,571.23
E-2610-H008-H20.000	WIOA Area 16/Admin	\$9,129.00
E-2610-H008-H21.000	Harrison Co. Flood	\$71,040.10

K00 M.V.G.T. FUND/ENGINEERS

E-2812-K000-K13.012	Equipment	\$754,232.26
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L01 SOIL CONSERVATION DISTRICT/BSWCD

E-1810-L001-L02.010	Supplies	\$1,500.00
E-1810-L001-L08.000	Education	\$1,686.00
E-1810-L001-L10.000	Advertising/Printing	\$2,000.00

S12 PORT AUTHORITY

E-9799-S012-S07.000	Professional Services	\$112,945.91
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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. **GENERAL FUND/CORSA REIMBURSEMENT-DOL 10/11/19 B&G TRUCK-\$2,390.00** deposited into R-0040-A000-Q00.500 on 11/20/19. (Claim No. 0160030737-DOL 10/11/19)

GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$422.44 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills 11/20/19.

OIL & GAS RECEIPTS OCTOBER AND NOVEMBER 2019/GENERAL FUND-\$56,137.78 in Oil & Gas receipts deposited into R-0050-A000-A02.500 on various dates in October and November 2019.

2018 CLOSED PO-

A00 General Fund

PO# 521821 E-0253-A0080D03.000 Crippled Children Aid \$84,664.99

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 Schlantz to Cadiz, OH, on December 6, 2019, to attend a Workforce Board meeting. A county car will be used for travel. Estimated expenses: \$15.00

SENIORS-Daisy Braun to Wheeling, WV, on December 5, 2019, for a senior outing to River's Edge Restaurant. 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 20, 2019.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	Yes

November 26, 2019

Mr. Dutton Yes

Mr. Meyer made the following announcements-

The Belmont County Board of Commissioners is looking for interested individuals to serve on a Complete Count Committee (CCC). Participants will help raise awareness of the importance of the Decennial Census and encourage citizens to complete the census on time. If you are interested and willing to serve on this committee please contact Jennifer Magyar, Assistant Clerk, at 740-699-2155 or via email at jmagyar@belmontcountyohio.org on or before December 6, 2019.

The Belmont County Board of Commissioners is accepting applications for the Transportation Improvement District Board. Applications will be accepted through December 6, 2019. Interested parties may stop in or call the commissioners' office at 740-699-2155 to request an application.

IN THE MATTER OF ENTERING INTO THE INVESTMENT MANAGEMENT AGREEMENT WITH MEEDER PUBLIC FUNDS/TREASURER

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into the Investment Management Agreement effective November 26, 2019, by and between Meeder Public Funds and Belmont County, based upon the recommendation of Treasurer Katherine Kelich.



Investment Management Agreement

Meeder Public Funds

This Investment Management Agreement ("Agreement") is effective as of the date executed by and between Meeder Public Funds, Inc. ("Meeder") and Belmont County ("Client"). In consideration of the mutual promises, covenants, and undertakings set forth herein, the parties hereby agree as follows.

1. **Appointment.** Client appoints Meeder as discretionary investment manager to manage the assets deposited in any account subject to the terms of this Agreement ("Account"). Meeder accepts the appointment as investment manager and shall invest, reinvest and manage the securities, cash and other assets of the Account subject to the investment guidelines ("Investment Guidelines") provided by Client. Meeder shall provide advice only with respect to assets in the Account and shall have no responsibility for the actions or non-actions of predecessor investment advisors or for the management of assets other than the assets allocated to the Account.

2. **Trading Authorization.** Client grants Meeder discretionary trading authority and appoints Meeder as agent and attorney-in-fact with respect to investments in the Account. Meeder shall carry out such trading so long as this Agreement remains in effect and in conformance with any written criteria Client may provide to Meeder from time to time. Meeder may direct the purchase, sale, exchange, conversion, delivery or other acquisition or disposition of securities and other investments in the Account and act on behalf of Client in all other matters incidental to the handling of Account investments, all without prior consultation with Client.

3. **Custody.** Meeder shall not act as custodian for the Account or any portion of it. Custody and possession of Account assets shall be the sole obligation of the Account's separately appointed "qualified custodian." ("Custodian"). Meeder has a relationship with a Custodian who provides custodial services to Meeder Public Funds clients ("Preferred Custodian"). Client may elect to use the services of the Preferred Custodian or a Custodian of Client's choice. If Client selects a Custodian other than the Preferred Custodian, Client will notify Meeder in writing of the Custodian's name, address and the manner in which the Account assets will be maintained. Client acknowledges that it receives, or will receive from the Custodian, at least quarterly, an account statement that identifies the assets in the Account with the Custodian at the end of the period and that lists all transactions in the Account for the period. Client agrees to direct the Custodian to provide copies of all confirmations with respect to security transactions, reports, periodic account statements and the like to Meeder to enable Meeder to reconcile its records with those of the Custodian.

4. **Investment Objectives and Restrictions.** Client may provide Meeder with written Investment Guidelines, setting forth the investment objectives and any specific investment restrictions or limitations which govern the Account. Meeder shall be entitled to rely on such guidelines, objectives and restrictions relating to the Account as it may receive from Client. It is Client's responsibility to inform Meeder in writing of any changes or modifications to the Investment Guidelines, which shall be given ten days in advance of any such change.

5. **Brokerage.** Meeder will generally use the execution services of such broker-dealers as it may select to effect transactions for the purchase and sale of securities and other investments in the Account. When selecting brokers through which transactions for client accounts will be executed, Meeder's primary consideration will be the broker's ability to provide best execution of trades and Meeder may consider the quality and reliability of the brokerage services, trade price and commission, as well as research and other services provided by the broker-dealers. The responsibility to obtain best execution shall not be deemed to obligate Meeder to solicit competitive bids for each transaction. Client may direct that Meeder execute transactions through specific broker-dealers in connection with a discount brokerage or directed brokerage program established by Client. Client acknowledges that by directing brokerage to a particular broker-dealer it may forgo any benefits from savings on execution costs that Meeder may obtain for its other clients through volume discounts on aggregated orders and may pay higher commission rates than other clients of Meeder.

6. **Fees.** For the services provided in accordance with this Agreement, Client shall pay Meeder an annual fee ("Fee") based on the assets under management by Meeder as of the last business day of the billing period as follows:

Market Value	Fees
First \$25 million	0.10%
\$25 Million to \$50 million	0.08%
Over \$50 million	0.06%

Fees are subject to minimum of \$5,000 per year. Fees are billed either monthly or quarterly in arrears as selected by Client. The Fee will be deducted directly from Client's Account or invoiced directly to Client, as selected by Client. Where Client has elected to have fees deducted Client authorizes the Custodian to deduct fees from the Account and pay them to Meeder. The account statements will reflect the fee amount withdrawn in any period. Client is responsible for notifying Meeder of any exceptions or objections to the amount billed within thirty days from the billing date.

For clients who utilize the Preferred Custodian, the Fee shall include a credit equal to the amount charged by the Preferred Custodian for custodial services up to a maximum annual fee of 0.01%. If Client utilizes a Custodian other than the Preferred Custodian, Client shall be responsible for any and all fees charged by the Custodian for its services. Meeder reserves the right to discontinue credits for custodial fees charged by the Preferred Custodian upon 30 days' notice in writing of the change to Client. At such time, the new fee will become effective unless the Client notifies Meeder in writing that the Agreement is to be terminated.

7. **Solicitor Arrangements.** Meeder accepts Clients referred through unaffiliated introducing advisors ("Solicitors") and may pay Solicitors a referral fee in connection with those Clients' accounts. Each Client who is introduced to Meeder by a Solicitor will acknowledge the amount of the referral fee in a separate Written Disclosure Statement.

8. **Third-Party Payments.** Meeder or its affiliates receive compensation from unaffiliated third-parties for opening, administering or advising certain financial products offered to advisory clients, including Star Ohio and Star Plus. Asset based advisory fees are not charged for assets invested in products that pay indirect compensation to Meeder.

9. **Proxy Voting.** Meeder does not accept or assume authority to vote proxies for its public fund clients. Clients will receive their proxies or other solicitations directly from their Custodian.

10. **Statements and Reports.** Meeder will provide Client with quarterly consolidated holdings reports, unless Client and Meeder mutually agree otherwise. All confirmations with respect to security transactions, proxies, reports and the like shall be sent to Meeder. Client consents to electronic delivery of all documents from Meeder, including but not limited to a copy of the executed Agreement, statements, confirmations, Meeder's Form ADV Part 2, and other general communications.

11. **Confidentiality.** All information and advice furnished by either party to the other, including their respective agents and employees, shall be treated as confidential and shall not be disclosed to third parties except as otherwise required by law or as agreed to in writing by Client. Notwithstanding the foregoing, Client consents to the use of Client's name in sales and marketing material used by Meeder or its affiliates solely for the purpose of identifying the Client as an investment advisory client.

12. **Services to Other Clients.** Client understands that Meeder serves as investment adviser for other clients and will continue to do so. Client also understands that Meeder, its personnel and affiliates ("Affiliated Persons") may give advice or take action in performing their duties to other clients, or for their own accounts, that differ from advice given to or action taken for Client. Meeder is not obligated to buy, sell or recommend for Client any security or other investment that Meeder or its Affiliated Persons may buy, sell or recommend for any other client or their own accounts.

13. Meeder's Representations. Meeder represents that it is a registered investment adviser under the Investment Advisers Act of 1940.

14. Client's Representations. Client represents and acknowledges that: (i) Client is the sole owner of the Account assets and has full power and authority to enter into this Agreement and to commit the assets to Meeder's management and supervision; (ii) that the person signing this Agreement on behalf of Client is authorized and empowered to establish accounts and commit the assets to Meeder's management and supervision on the entity's behalf; (iii) Client has received Meeder's current Form ADV, Part 2A and B; and (iv) Client has received a copy of Meeder's Privacy Policy.

15. Term. This Agreement may be terminated by either party for any or no reason upon delivery by first class U.S. mail, postage prepaid, or delivery by hand, of a written "Notice of Termination" to the other party at least thirty (30) days prior to the date of the intended early termination of this Agreement. Termination of this Agreement will not affect the status, obligations or liabilities of the parties to this Agreement that arose prior to such termination.

16. Limitation of Liability. Except for negligence, malfeasance or violation of applicable law, neither Meeder nor its officers, directors or employees shall be liable to Client for any action performed, or omitted to be performed, or for any errors of judgment in managing the Account. Nor shall Meeder be liable to Client for any act or failure to act by any other third party. The federal securities laws impose liabilities under certain circumstances on persons even when they act in good faith. Therefore, nothing in this Agreement shall in any way constitute a waiver or limitation of any rights that Client may have under any federal or state securities laws.

17. Assignment. This Agreement may not be assigned by either party without the consent of the other party. Meeder will provide Client at least thirty (30) days prior written notice of any proposed assignment, and Client's consent will be presumed unless Client notifies Meeder otherwise in writing prior to the date of the assignment indicated on the notice.

18. Amendment. This Agreement may be amended by Meeder with thirty (30) days prior written notice to Client and may be amended immediately upon notice to the extent reasonably required to satisfy federal or state regulatory requirements.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio without giving effect to any conflict or choice of law provisions of that State.

20. Severability. If any provision of this Agreement is or should become inconsistent with any law or rule of any governmental or regulatory body having jurisdiction over the subject matter of this Agreement, the provision will be deemed to be rescinded or modified in accordance with any such law or rule. In all other respects, this Agreement will continue and remain in full force and effect.

21. Entire Agreement. This Agreement contains the complete understanding between the parties and supersedes all previous agreements, whether oral or written between the parties.

22. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers or agents to become effective as of the day and year first written above.

MEEDER PUBLIC FUNDS, Inc.

BELMONT COUNTY

BY Jason Headings
BY
Sr. Vice President
TITLE
SIGNATURE
DATE

Katherine Kelich
BY
Treasurer
TITLE
Katherine Kelich
SIGNATURE
11/18/19
DATE

BELMONT COUNTY

BELMONT COUNTY

[Signature]
BY
BELMONT COUNTY COMMISSION PRESIDENT
TITLE
JOSH MEYER
SIGNATURE
11-26-19
DATE

[Signature]
BY
BELMONT COUNTY COMMISSION VICE-PRES.
TITLE
JERRY ECHEMANN
SIGNATURE
11-26-19
DATE

BELMONT COUNTY

[Signature]
BY
BELMONT COUNTY COMMISSIONER
TITLE
J. P. DUTTON
SIGNATURE
11-26-19
DATE

APPROVED AS TO FORM:

[Signature] Assist. P.A.
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Meyer said this is an additional investor that will be utilized to invest county money moving forward. Mr. Dutton and Mr. Echemann sit on the Investment Advisory Board. Mr. Dutton noted they meet quarterly to review county investments and said the Treasurer is trying to get the best rate of return.

IN THE MATTER OF APPROVING THE AMENDMENT TO THE CONTRACT BETWEEN BCDJFS (ON BEHALF OF FAMILY AND CHILDREN FIRST COUNCIL) AND BOARD OF DEVELOPMENTAL DISABILITIES FOR EARLY INTERVENTION PROGRAM FOR SERVICE COORDINATION (PART C)

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the amendment to the contract between Belmont County Department of Job & Family Services, (on behalf of the Belmont County Family and Children First Council) and the Belmont County Board of Developmental Disabilities, for the **Early Intervention Program for Service Coordination (Part C)** effective July 1, 2019 through June 30, 2020, to increase the maximum amount from \$109,881.00 to \$134,957.00.

Note: Additional funding was granted by the state to provide to local Family Children First Councils.

**AMENDMENT TO
LOCAL EARLY INTERVENTION PROGRAM CONTRACT**

This amendment is to modify the previously approved agreement that went into effect on July 1, 2019. Article III is revised based upon an increase in state funding to support the contract.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$109,881.00. **\$134,957.00.**

THE PARTIES HAVE EXECUTED THIS CONTRACT AGREEMENT AS OF THE DATE OF THE SIGNATURE OF THE DIRECTOR OF THE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES.

<u>Vince Gianangeli /s/</u>		<u>11-18-19</u>
Vince Gianangeli, Director	Date	
Belmont County Department of Job and Family Services		
<u>Stephen L. Williams /s/</u>		<u>10-30-19</u>
Stephen L. Williams, Superintendent	Date	
Belmont County Board of Developmental Disabilities		
<u>Josh Meyer /s/</u>		<u>11-26-19</u>
Belmont County Commissioner	Date	
<u>Jerry Echemann /s/</u>		<u>11-26-19</u>
Belmont County Commissioner	Date	
<u>J. P. Dutton /s/</u>		<u>11-26-19</u>
Belmont County Commissioner	Date	

Approved as to form:

David K. Liberati /s/ Assist P.A.
Belmont County Prosecutor

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CERTIFICATION OF THE DELINQUENT ACCOUNTS FOR WATER AND SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the certification of the delinquent accounts for the Belmont County Water and Sewer District to the Belmont County Auditor to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESOLUTION APPROVING THE DONATION OF AN HP DESIGN JET T2300 MULTIFUNCTION 42" LARGE FORMAT SCANNER/PRINTER FROM THE BELMONT COUNTY GIS DEPARTMENT TO THE BELMONT COUNTY WATER AND SEWER DISTRICT

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

WHEREAS, Belmont County GIS Department is in possession of a used HP Design Jet T2300 Multifunction 42" large format scanner/printer, Serial # CN2528K02F, that the Belmont County Engineer has determined is no longer needed for the operation of the GIS Department; and

WHEREAS, pursuant to Ohio Revised Code Section 307.12(D) *regardless of the property's value, the board of county commissioners may sell or donate county personal property, including motor vehicles, to the federal government, the state, or any political subdivision of the state without advertisement or public notification;* and

WHEREAS, the Belmont County Water and Sewer District will use the HP Design Jet T2300 scanner/printer in their Drafting Department.

NOW THEREFORE, BE IT RESOLVED, the Belmont County Board of Commissioners does hereby approve the donation of the HP Design Jet T2300 Multifunction 42" large format scanner/printer to the Belmont County Water and Sewer District.

Adopted this 26th day of November 2019.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH MASTERMIND, LLC FOR SPEED ZONE STUDY/ENGINEER'S

Motion made by Mr. Meyer, seconded by Mr. Echemann to enter into contract with MasterMind, LLC, in the amount not to exceed \$7,000.00 to perform a Speed Zone Study for various county roads based upon the recommendation of Terry Lively, County Engineer.

Note: 90% Federal funds, 10% MVGT funds.

BELMONT COUNTY

AGREEMENT NO. 1

This Agreement No. 1 entered into this 26th day of November, 2019, by and between **Belmont County** acting by and through the **County Board of Commissioners**, hereinafter referred to as the **County** and **MasterMind, LLC**, hereinafter referred to as the Consultant, with an office located at **6530 Dublin Road, Delaware, Ohio 43015**.

WITNESSETH:

That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION

The Consultant agrees to perform all professional services as may be authorized by the County for the safety study in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in **Belmont County, Ohio**, identified as **SZ-CEAO Safety Studies FY2020**.

CLAUSE II - INVOICE & PROGRESS SCHEDULE

The County and the Consultant agree to a project completion date of September 30, 2020.

The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement no more than on a quarterly basis [every three (3) months]:

- (a) Signed original transmittal letter and invoice (IPS) and two (2) copies of same.
- (b) Two (2) copies of the updated Progress Schedule.

CLAUSE III - PRIME COMPENSATION

The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the County authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.

Part 1: CEAO CSTP Safety Study:

Unit of work compensation as authorized for each specific assignment. The total of the maximum prime compensations for all assignments authorized shall not exceed **Seven Thousand Dollars (\$7,000.00)**. All costs shall be included in the maximum prime compensation.

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

Project Type	Code	Unit	\$/Unit
First Priority Projects			
No Passing Zone Study	NPZ	Per mile	**\$.00
Sign Inventory (Urban)	SI/U	Per mile (control points and inventory)	**\$.00
Sign Inventory (Rural)	SI/R	Per mile (control points, inventory, basic compliance and reflectivity)	**\$.00
Sign Compliance	SC	Per mile	**\$.00
Guardrail Location Inventory & Inspection	GLI/GI	Per mile	**\$.00
Pavement Marking Inventory	PMI	Per mile	**\$.00
Ball Bank (Curve Safe Speed)	BB	Per mile	**\$.00
Roadside Hazard Inventory	RHI	Per mile	**\$.00
Input new and/or Existing Studies into County GIS System	GIS	Per County	**\$.00
Secondary Priority Projects			
Speed Zone Study	SZ	Per location	\$1,400.00
Traffic Signal Warrants	TSW	Per signal per location	**\$.00
Traffic Study	TS	Per intersection	**\$.00
Other			
Software			**\$.00

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition."
- (b) The attached Scope of Services
- (c) The Invoice & Progress Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V – OWNERSHIP AND COPYRIGHT OF DELIVERABLES

Provision I - Deliverables Ownership:

- A. Except as otherwise provided herein, the Consultant shall deliver, assign, transfer, and convey to the County rights, title, and interest to all survey data, survey reports, specifications, estimates, maps, charts, schedules, and documentation prepared or developed or created or discovered as a Deliverable for the benefit of the County under or in connection with a Consultant Agreement (the "Deliverables"). The Deliverables provided by the Consultant shall become the property of the County. The County, and any person, agency, or instrumentality providing financial assistance for the Services performed under the Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The County assumes all responsibility for any modifications they make to the Deliverables.
- B. In the event of any claim or suit against the County arising from any alleged patent or copyright infringement arising out of the performance of the services under this Agreement, or out of the use of any supplies furnished or work or Services performed under said Agreement, the Consultant shall furnish to the County upon request, all evidence and information in possession of the Consultant pertaining to such suit or claim. The Consultant agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or Services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services).
- C. The Consultant acknowledges and agrees that, subject to certain statutory exceptions, most documents and records maintained by, and for, the County are public records and are subject to disclosure under the Ohio Public Records Act. All documented evidence of the Services prepared by or for the Consultant under any Agreement with the County shall be produced at the County's request.

Provision II - Grant of License for Software:

- A. The Contractors software ("Software") modules are commercial software and are provided with "restricted rights" and are protected under copyright laws in the United States and by international copyright treaty provisions. The County must treat the software products as any other copyrighted material with the exception that they may be installed on County computers.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Contractor (collectively "Software"), is furnished to the County under a personal, non-exclusive, nontransferable limited license solely for the County's own internal use on County computer systems.
- C. County agrees that this license does not permit sublicensing of the Software.
- D. County shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than back-up copies), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or

4. Distribute, sublicense, rent, lease, loan (or grant any third-party access to or use of) the Software to any third party.
The County may create archival (back-up) copies of the software for use only within the County.

Provision III – Software and Mobile “Video” Mapping data Title:

- A. Software Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Contractor as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and County agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Mobile “Video” Mapping data The Contractor retains copyright ownership and title of the mobile mapping imagery/photography, and hereby grants the County “Unlimited,” but non-exclusive rights to use and/or reproduce the mobile mapping imagery/photography.

CLAUSE VI – EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation’s “Specifications for Consulting Services 2010 Edition” and further agrees:

- (a). **Compliance with Regulations:** The Consultant will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (b). **Non-discrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph (f), including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- (c). **Solicitations of Subconsultants, including procurement of materials and equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.

- (d). Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- (e). Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Nondiscrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - 1. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - 2. Cancelling, terminating, or suspending a contract, in whole or in part.
- (f). Pertinent Non-Discrimination Authorities: During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
 - 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
 - 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
 - 3. Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
 - 4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
 - 5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
 - 6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
 - 7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of

1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)

8. Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)

9. The Federal Aviation Administration's Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)

11. Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)

12. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women)

13. Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)

- (g). Incorporation of Provisions: The Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant, or supplier because of such direction, the Consultant may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSE VII – OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

CLAUSE VIII - GENERAL PROVISIONS

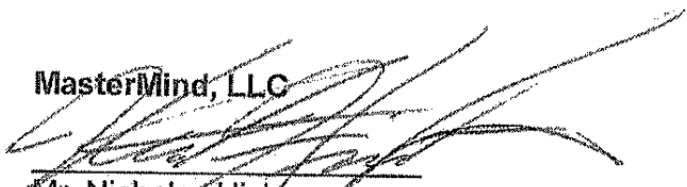
It is fully understood and agreed that the Consultant, their employees, agent(s), and subconsultant(s) are independent contractors and not agents, servants, or employees of the State of Ohio or the Ohio Department of Transportation. The Consultant declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

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

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

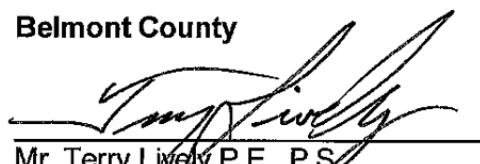
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the Belmont County Engineer and Board of County Commissioners.

MasterMind, LLC



Mr. Nicholas Hickman
President

Belmont County



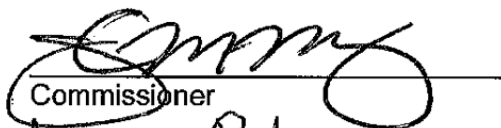
Mr. Terry Lively P.E., P.S.
Belmont County Engineer

APPROVED AS TO FORM:

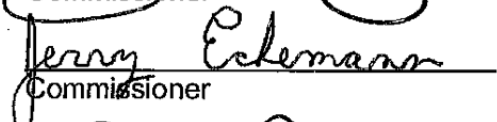
By: _____

Title: _____

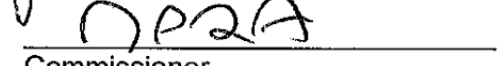
Belmont County
BOARD OF COUNTY COMMISSIONERS



Commissioner



Commissioner



Commissioner

APPROVED AS TO FORM:

By: David Kibbey

Title: Assistant P.A.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Mike Bianconi, Pease Township Trustee, inquired if he could get a breakdown on how the ad valorem tax the county receives is distributed. Mr. Meyer said that is a conversation to have with the Auditor's office. He said the biggest benefactor is the schools and then it trickles down to the county, townships and municipalities which receive a smaller portion. Mr. Dutton added the schools receive 60% to 70%. He said it's been a significant revenue stream for some schools but not all receive an equal amount.

November 26, 2019

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:20 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:20 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of December, 2019.

_____ COUNTY COMMISSIONERS

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.

_____ PRESIDENT
_____ CLERK