

St. Clairsville, Ohio

June 4, 2020

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann and Josh Meyer, Commissioners and Bonnie Zuzak, Clerk of the Board. Absent: Commissioner Dutton (out due to a family matter)

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

IN THE TOTAL AMOUNT OF \$779,299.80

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A03.002 Jail-Salaries	E-0131-A006-A17.012 Cruiser Repairs	\$12,000.00

O03 USDA-SSD BOND PAYMENT

FROM	TO	AMOUNT
E-9200-O003-O03.050 Bond Payment	E-9200-O003-O04.051 Interest Payment	\$62,923.11

W80 PROSECUTORS/VICTIM ASSISTANCE

FROM	TO	AMOUNT
E-1511-W080-P06.004 Workers Comp	E-1511-W080-P01.002 Salary	\$800.00

Y91 EMPLOYERS SHARE HOLDING ACCOUNT

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

N29 CAPITAL PROJECTS – FACILITIES AND O54 DEBT SERVICE – COUNTY ISSUES

FROM	TO	AMOUNT
E-9029-N029-N19.055 Phase I Renovations H.P. Building	R-9254-O054-O10.574 Transfers In	\$79,081.34

T71 FEMA FUNDS AND THE K00 M.V.G.T. FUNDS/ENGINEERS

FROM	TO	AMOUNT
E-9713-T071-T08.074 Transfers Out	R-2810-K000-K20.574 Transfers In	\$36,560.16

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, 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 June 04, 2020:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

N29 Capital Projects - Facilities

E-9029-N029-N19.055	Phase I Renovations - H.P. Building	\$913,133.56
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, 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 June 04, 2020 meeting:

ACCT #	TOWNSHIP	Appropriation Amount
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UND AUTO TAX APPROPRIATIONS

E-9801-Y001-Y01.000	UND AUTO TAX	89,128.86
E-9801-Y001-Y03.000	TOWNSHIP-PERMISSIVE TAX	33,664.50
E-9801-Y001-Y05.000	PEASE TOWNSHIP	1,312.00
E-9801-Y001-Y06.000	GOSHEN TOWNSHIP	724.00
E-9801-Y001-Y07.000	WARREN TOWNSHIP	724.00
E-9801-Y001-Y08.000	PULTNEY TOWNSHIP	1,884.00
E-9801-Y001-Y09.000	FLUSHING TOWNSHIP	240.00

E-9801-Y001-Y10.000	COLERAIN TOWNSHIP	640.50
E-9801-Y001-Y11.000	KIRKWOOD TOWNSHIP	57.00
E-9801-Y001-Y12.000	MEAD TOWNSHIP	492.00
E-9801-Y001-Y13.000	RICHLAND TOWNSHIP	1,306.50
E-9801-Y001-Y14.000	SMITH TOWNSHIP	345.00
E-9801-Y001-Y15.000	SOMERSET TOWNSHIP	192.00
E-9801-Y001-Y16.000	UNION TOWNSHIP	325.50
E-9801-Y001-Y17.000	WASHINGTON TOWNSHIP	96.00
E-9801-Y001-Y18.000	WAYNE TOWNSHIP	129.00
E-9801-Y001-Y19.000	WHEELING TOWNSHIP	276.00
E-9801-Y001-Y20.000	YORK TOWNSHIP	147.00
	Total Auto Tax	131,683.86
	MUNICIPAL AUTO LICENSE	
E-9802-Y002-Y08.000	MARTINS FERRY	
	COUNTY AUTO LICENSE	
E-9803-Y003-Y01.000	COUNTY AUTO LICENSE	9,730.20
	GASOLINE TAX	
E-9804-Y004-Y01.000	COUNTY GASOLINE TAX	
	INDIGENT APPLICATION FEES	
E-9841-Y041-Y01.000	REMIT TO STATE	120.00
E-9841-Y041-Y02.000	REMIT TO COUNTY	480.00
	Total Indigent Application Fees	600.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, 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 June 04, 2020 meeting:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas	\$2,097.17
E-0057-A006-F06.011	Veterinary Services	\$1,146.30
E-0181-A003-A06.011	Contract Services	\$1,400.00

E10 911 FUNDS

E-2200-E010-E05.012	Equipment	\$20.00
E-2200-E010-E07.000	Other Expenses	\$2,174.70

E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$11,089.89
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K00 M.V.G.T. FUNDS/ENGINEERS

E-2812-K000-K13.012	Equipment	\$36,560.16
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P79 BOARD OF ELECTIONS SECURITY GRANT

E-1779-P079-P05.000	Grant Expenses	\$20.25
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T71 FEMA FUNDS/ENGINEERS

E-9713-T071-T08.074	Transfers Out	\$36,560.16
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W80 PROSECUTORS-VICTIM ASSISTANCE

E-1511-W080-P01.002	Salary	\$6,255.51
E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P15.000	Rent	\$608.00

SHERIFF/VARIOUS FUNDS

E-0131-A006-A07.000	Training	\$1,000.00
E-0131-A006-A09.000	Medical	\$358.56
E-0131-A006-A10.000	Transport	\$200.00
E-0131-A006-A20.000	False Alarms	\$1,650.00
E-0131-A006-A21.000	Towing	\$225.00
E-0131-A006-A23.000	Background	\$416.00
E-0131-A006-A24.000	E-SORN	\$50.00
E-0131-A006-A26.000	K-9	\$2,100.00
E-0131-A006-A32.000	Warrant Fee	\$260.00
E-1652-B016-B02.000	DUI	\$75.00
E-5100-S000-S01.010	Commissary	\$19,245.72
E-5101-S001-S06.000	CCW License	\$1,477.00
E-5101-S001-S07.012	CCW Equipment	\$835.00
E-9710-U010-U06.000	Reserve	\$2,741.25

Upon roll call the vote was as follows:

Mr. Echemann

Yes

Mr. Meyer

Yes

Mr. Dutton

Absent

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE INSURANCE			
CHARGEBACKS FOR THE SECOND QUARTER PERIOD:APRIL, MAY & JUNE, 2020			
Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the			
Mutual of Omaha Life Insurance Chargebacks for the second Quarter Period: April. May & June, 2020			
Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,878.40
E-1551-S088-S03.006	CTY CT PROBATION	R-9891-Y091-Y05.500	
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	42.43
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	51.78
E-1410-W082-T097.006	TREASURER DRETAC	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	36.00
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	157.56
E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	293.82
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	37.14
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	15.75
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	164.31
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	47.25
E-3702-P005.P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	220.22
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	48.30
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	18.00
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	6.75
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	40.50
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	114.75
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	576.06
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	77.64
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	31.53
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	6.27
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	8.91
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	2.85
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	11.94
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	19.05
E-2230-F082-F01.002	PREP	R-9891-Y091-Y05.500	
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES	R-9891-Y091-Y05.500	14.19
E-2236-F088-F01.002	GV	R-9891-Y091-Y05.500	1.35
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	22.29
E-2237-F089-F01.002	INTEGRATED NALOXONE (IN)	R-9891-Y091-Y05.500	1.35
E-2211-F069-F04-000	TRAILER PARKS	R-9891-Y091-Y05.500	0.87
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	0.81
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	9.78
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.45
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	25.52
E-1511-W080-P07.006	VICTIMS ASSISTANCE	R-9891-Y091-Y05.500	6.75
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	6.75
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M060-M84.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	6.75
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	20.25
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	12.76
E-0063-A002-B30.000	MAGISTRATE EMPLOYEE	R-9891-Y091-Y05.500	
E-1600-B000-B13.006	AUDITORS CLERK	R-9891-Y091-Y05.500	
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	6.75
E-0914-S035-S05.000	SARGUS GRANT	R-9891-Y091-Y05.500	
	Total amount this transfer		4,091.08
Upon roll call the vote was as follows:			
		Mr. Echemann	Yes
		Mr. Meyer	Yes
		Mr. Dutton	Absent

IN THE MATTER OF TRANSFER OF FUNDS FOR HOSPITALIZATION

CHARGEBACKS FOR MAY & JUNE 2020

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for Hospitalization Chargebacks for May & June 2020.

From:

To:

NUMBER	ACCOUNT	NUMBER	AMOUNT
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E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y01.500	9,137.60
E-0181-A003-A11.000	BD OF ELECTIONS	R-9891-Y091-Y01.500	20,788.28
E-0300-A008-B01.002	CHEST CLINIC	R-9891-Y091-Y01.500	0.00
E-0910-S033-S47.006	DETENTION HOME	R-9891-Y091-Y01.500	50,256.80
E-1210-S078-S14.006	COUNTY RECORDER	R-9891-Y091-Y01.500	0.00
E-1310-J000-J06.000	REAL ESTATE	R-9891-Y091-Y01.500	12,449.86
E-1410-W082-T07.006	DRETAC-TREAS	R-9891-Y091-Y01.500	0.00
E-1511-W080-P07.006	PROS-VICTIM	R-9891-Y091-Y01.500	3,312.26
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y01.500	1,656.13
E-1520-S077-S04.006	CORRECTIONS ACT	R-9891-Y091-Y01.500	4,968.39
E-1544-S054-S05.000	COMMON PLEAS/GEN SP/MED	R-9891-Y091-Y01.500	0.00
E-1545-S055-S02.002	TARGETED COMM ALTERN	R-9891-Y091-Y01.500	3,312.26
E-1546-S056-S04.001	PROBATION SERVICE GRANT	R-9891-Y091-Y01.500	1,256.54
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y01.500	7,710.15
E-1600-B000-B13.006	D/K AUDITOR CLERK	R-9891-Y091-Y01.500	0.00
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y01.500	1,135.14
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y01.500	1,135.14
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y01.500	11,193.32
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y01.500	152,195.55
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y01.500	185,257.80
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y01.500	17,455.46
E-2811-K200-K10.006	K-1	R-9891-Y091-Y01.500	1,256.54
E-2811-K200-K10.006	K-2	R-9891-Y091-Y01.500	3,940.53
E-2812-K000-K20.006	K-11	R-9891-Y091-Y01.500	60,992.76
E-2813-K000-K39.006	K-25	R-9891-Y091-Y01.500	19,074.38
E-4110-T075-T52.008	WIC	R-9891-Y091-Y01.500	4,305.94
E-5005-S070-S06.006	SENIOR SERVICE PROG	R-9891-Y091-Y01.500	108,108.21
E-6010-S079-S07.006	CLRK OF COURTS	R-9891-Y091-Y01.500	10,394.14
E-1561-S086-S03.006	Northern Court-Special	R-9891-Y091-Y01.500	3,312.26
E-1571-S087-S03.006	Eastern Court - Special	R-9891-Y091-Y01.500	3,312.26
E-1551-S088-S03.006	Western Court-Special	R-9891-Y091-Y01.500	3,312.26
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y01.500	32,780.78
E-9799-S012-S02.006	Port Authority	R-9891-Y091-Y01.500	1,256.54
	WATER DEPARTMENT		
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y01.500	68,935.36
E-3705-P053-P15.000	SSD #2 Revenue	R-9891-Y091-Y01.500	20,147.98
	COUNTY HEALTH		
E-2210-E001-E15.006	County Health	R-9891-Y091-Y01.500	13,623.36
E-2233-F085-F01.002	Child & Family Health Services	R-9891-Y091-Y01.500	496.84
E-2211-F069-F04.000	Trailer Park	R-9891-Y091-Y01.500	264.98
E-2227-F074-F06.000	Home Sewage Treatment Syst.	R-9891-Y091-Y01.500	3,643.48
E-2213-F075-F02.003	Vital Stats	R-9891-Y091-Y01.500	2,874.82
E-2231-F083-F01.002	Public Health Em Preparedness	R-9891-Y091-Y01.500	688.74
E-2232-F084-F02.008	Visiting Nurse	R-9891-Y091-Y01.500	3,909.76
E-2215-F077-F01.002	Reproductive Health & Wellness	R-9891-Y091-Y01.500	648.78
E-2216-F078-F02.002	Tobacco	R-9891-Y091-Y01.500	0.00
E-2236-F088-F01.002	Get Vaccinated Program	R-9891-Y091-Y01.500	662.46

E-2237-F089-F01.002	Intregated Naloxone Access/Infrat	R-9891-Y091-Y01.500	622.50
E-2218-G000-G06.003	Food Services	R-9891-Y091-Y01.500	8,015.66
E-2230-F082-F01.002	Personal Responsibility Ed. Prog.	R-9891-Y091-Y01.500	0.00
E-2219-N050-N05.000	Water Systems	R-9891-Y091-Y01.500	298.10
E-2220-P070-P01.002	Swimming Pools/Spa	R-9891-Y091-Y01.500	149.06
	Juv Court/Grants		
E-0400-M067-M05.008	Alternative School	R-9891-Y091-Y01.500	1,256.54
E-0400-M060-M64.008	Care and Custody	R-9891-Y091-Y01.500	0.00
E-0400-M060-M29.008	Care & Custody (C-Cap)	R-9891-Y091-Y01.500	4,568.80
E-0400-M060-M75.008	Care & Cust. (Substance Abuse)	R-9891-Y091-Y01.500	0.00
E-0400-M078-M02.008	Title IV-E Reimbursement	R-9891-Y091-Y01.500	6,624.52
TOTALS			872,699.02

Upon roll call the vote was as follows:

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

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

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

HSA CHARGEBACKS

MONTHLY CHARGEBACKS

From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y081-Y12.500	60.70
E-1815-L005-L15.006	WATERSHED COORD.	R-9891-Y091-Y12.500	60.70
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	60.70
E-3702-P005-P31.000	WWS #3 Revenue	R-9891-Y091-Y12.500	60.70
TOTALS			242.80

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.
GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$567.37 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 05-26-2020 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of New Horizon Animal Hospital Vet Bills*) **-\$578.93** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 05-26-2020 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of Barnesville Vet Service Vet Bills*)
OIL & GAS RECEIPTS MAY/GENERAL FUND-\$2,097.17 in Oil and Gas receipts deposited into R-0050-A000-A02.500 on various dates in May 2020 see the table below:

05/04/2020	\$1,165.82
05/04/2020	\$ 341.96
05/04/2020	\$ 122.12
05/18/2020	\$ 312.63
05/18/2020	\$ 24.95
05/28/2020	\$ 129.70
TOTAL	\$2,097.17

2019 CLOSED PO-N29 CAPITAL PROJECTS-FACILITIES

PO# 522088	E9029-N029-N19.055	Phase I Renovations H. P. Building	\$913,133.56
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated June 4, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 20, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PAY REQUEST NUMBER 2 (THROUGH 05/31/2020)
FROM COLAIANNI CONSTRUCTION, INC./DIVISIONAL COURTS RENOVATION PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Pay Request Number 2 (through 05/31/2020) from Colaianni Construction, Inc., in the amount of \$734,336.12 for the Belmont County Divisional Court Renovation project.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING THE
SIGNING OF THE OHIO DEPARTMENT OF TRANSPORTATION
MATCHING GRANT OFFER FOR FAA GRANT NUMBER 3-39-0007-013-2019

Motion made by Mr. Meyer, seconded by Mr. Echemann, as the co-sponsor for the Belmont County Regional Airport Authority, to adopt the resolution authorizing the Vice-President of the Board of Belmont County Commissioners, Jerry Echemann, to sign the Ohio Department of Transportation 5% matching grant offer for FAA Grant Number 3-39-0007-013-2019, signed on September 18, 2019, for runway reconstruction and obstruction removal.

Note: ODOT shall provide up to \$8,394.00 in state funds.

Resolution of the Belmont County Commissioners

The Belmont County Commissioners met in regular session on the 4th day of JUNE 2020, at 101 W Main St, St Clairsville, OH 43950 with the following members present: MR. ECHEMANN
MR. MEYER
MR. ECHEMANN moved and MR. MEYER seconded the adoption of the following:

Resolution

WHEREAS, the Belmont County Commissioners recently approved a FAA grant offer for runway 9/27 reconstruction and obstruction removal – all design; and

WHEREAS, the Ohio Department of Transportation has prepared a 5% matching grant offer; and

WHEREAS, the Ohio Department of Transportation requires a resolution from the Commissioners authorizing signing of the grant offer from ODOT for the 5% matching grant,

NOW THEREFORE BE IT RESOLVED that,

Belmont County Commissioners are authorizing the signing the Grant Offer, as required by ODOT.

BE IT FURTHER RESOLVED that the Belmont County Clerk is hereby directed to prepare a copy of this resolution for attachment to the ODOT matching grant offer.

On vote being taken, the proposed resolution passed unanimously.

J. P. Dutton, President

Jerry Echemann

Jerry Echemann, Vice President

Josh Meyer

Josh Meyer, Commissioner

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a resolution passed by the Belmont County Commissioners on JUNE 4, 2020.

Bonnie Bynak

Belmont County Clerk

Date: JUNE 4, 2020

GRANT CONTRACT

under

The Fiscal Year 2020 Ohio Airport Matching Grant Program

between the

Belmont County Regional Airport Authority

and

The Ohio Department of Transportation
Office of Aviation

ODOT Project Number
M20-07

FAA Project Number
3-39-0007-013-2019

OHIO DEPARTMENT OF TRANSPORTATION

Office of Aviation

Ohio Airport Maintenance Grant Contract

ODOT Project No. M20-07

In consideration of the mutual covenants, promises, representations, and warranties set forth herein, the State of Ohio, Department of Transportation and the

Belmont County Regional Airport Authority

agree as follows:

ARTICLE I: DEFINITIONS

1.1 The following words and terms as used herein shall have the following meanings unless the context or use indicates a different meaning:

Administrator: the Administrator of ODOT's Office of Aviation

Airport: an airport which is eligible to receive federal funds under the AIP, but which does not receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

AIP: the Federal Aviation Administration program that provides federal funds to public agencies for planning and development of airports.

Code: the Ohio Revised Code.

Contract: this Contract, which is identified as ODOT Project No. M20-07

Criteria: the Ohio Airport Grant Program Criteria for the current Fiscal Year

Drug-Free Workplace Program: Requirements for drug-free workplace.

FAA: the Federal Aviation Administration.

FAA Air Carrier Enplanement Funds: AIP funds granted to an airport owner in an amount based on the number of enplanements on certificated route air carriers.

FAA Cargo Funds: Federal funds received from the FAA by an Airport that has had 100 million pounds landed weight of all cargo aircraft annually.

FAA Final Audit: the project audit required by the FAA.

Federal Share: the federal share of the Total Project Cost as specified in Section 2.2 of the Contract.

Final Application: the final application of the Grantee provided in Chapter II, Application Procedure of the Criteria.

Grant Funds: program funds.

Grantee: The Belmont County Regional Airport Authority

Land Ownership Reimbursement Allowance: an amount of funds based upon the appraised value of Airport-owned property and which has been credited by the FAA to the Grantee toward the Local Share.

Local Share: the local share of the Total Project Cost as specified in Section 2.2 of the Contract.

ODOT: the Ohio Department of Transportation.

Program: a grant program funded by the Ohio Airport Grant Program.

Project: the project funded by the Contract which is identified as ODOT Project No. M20-07

Standard Assurances: the assurances referred to in the Ohio Airport Grant Program Application Procedure. The application Procedure and its appendices are available at <http://www.dot.state.oh.us/Divisions/Operations/Aviation/Pages/OhioAirportGrantProgram.aspx>.

State: the State of Ohio.

State Share: the state share of the Total Project Cost as specified in Section 2.3 of the Contract.

Total Project Cost: the total project cost as specified in Section 2.2 of the Contract.

ARTICLE II

SECTION 1: PURPOSE

- 1.1 The purpose of this Contract is to provide financial assistance from ODOT to the Grantee in accordance with the Criteria.
- 1.2 The Grant Funds obtained through this Contract shall be used to provide a portion of the Total Project Cost for the project after Land Ownership Reimbursement Allowances, if any, are expended. The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT described below.

SECTION 2: SCOPE OF PROJECT AND FUNDING

Scope of Project: **OBSTRUCTION: Relocate Access Road (Design Only), RWY 27 Safety Area Grading (Design Only), Pavement Rehab RWY 9/27 (Design Only) at Barnesville-Bradfield Airport**

- 2.1 The Grantee shall apply all Grant Funds provided under this Contract to the total project cost incurred in the performance of the PROJECT.
- 2.2 The Project costs are as follows:

Total Project Cost: \$167,885.00

Total Local Share: \$8,395.00

Total Federal Share: \$151,096.00

Total State Share: \$8,394.00
- 2.3 ODOT agrees to provide Grant Funds to the Grantee for the project in the amount of **\$8,394.00**

The total cost for the project is **\$167,885.00**. ODOT shall provide to the Grantee 5.00 percent of the eligible costs, **up to a maximum of \$8,394.00 in State funds**. This maximum amount reflects the funding limit for the project set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the project funded by FAA Grant Number 3-39-0007-013-2019

- 2.4 Legislative or administrative action may reduce Program funds available to ODOT for administration of this Contract. In the event such action occurs at any time before ODOT has made final payment under this Contract, ODOT shall be relieved of its obligation to pay the amount specified in this Section and shall be required to pay only such amount as it may determine.
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2.5 This Contract is subject to prior certification by the Director of the Office of Budget and Management that there is a balance in the funds appropriated sufficient to meet the state's obligations under this contract, and that said balance is not already obligated to pay existing obligations. Payment of grant funds is subject to an appropriation and certification in accordance with requirements of ORC Section 126.07.

2.6 Non-Appropriation and OBM Certification: Performance by ODOT under this Contract (or Addendum) is dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with Section 126.07 of the Ohio Revised Code, it is understood that ODOT's funds are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODOT.

2.7 ODOT reserves the right to make partial payments on any Grant Contract when necessary to conform to appropriation levels and cash availability.

2.8 Upon completion of the project and after ODOT's completion of the project inspection, Grantee shall submit to ODOT a Request for Payment Voucher Form. ODOT will then initiate requisition for payment of the State Share specified in Section 2.3 of this Contract provided that expenditures made by the Grantee are:

- 2.8.1 Made in conformance with the Application, the Criteria and this Contract;
- 2.8.2 Necessary in order to accomplish the project;
- 2.8.3 Reasonable in amount for the goods and services purchased;
- 2.8.4 Actual net costs to the Grantee after any refunds, rebates, or other items of value received by the Grantee have been subtracted; and
- 2.8.5 Incurred for work performed after the execution of this Contract by ODOT, unless specific written authorization to the contrary has been received by the Grantee from ODOT.

2.9 The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in paragraph 2.3 of this Contract as the Total Project Cost is the Total Project Cost. The Grantee shall fully comply with all federal, state and local laws, rules, executive orders, and other legal requirements as they apply to airports and to the performance of this Contract.

2.10 The ODOT Request for Payment Form shall be submitted to the Office of Aviation by the Grantee with documentation specifying the project cost, the State Share and the Local Share.

Payment will be made on the basis of invoices received by the grantee for work done. Grantee shall submit all other information to the Office of Aviation as requested by ODOT or its agents.

2.11 The Grantee shall return any overpayment of Grant Funds to ODOT not later than forty-five (45) days after notification by ODOT which reveals such overpayment.

2.12 If, for any reason, the Grantee is requested to refund all or a portion of the Grant Funds, any such refund shall be immediately initiated by the Grantee upon receipt by the Grantee of said request from ODOT.

2.13 The Grantee agrees that ODOT shall, for the purpose of audit and examination, be permitted to inspect all work, materials, payrolls, and other data and records pertaining to the project, and to audit the books, records, and accounts maintained with regard to the project.

2.14 The Grantee shall permit ODOT or any of its agents to inspect all project facilities and equipment.

2.15 If any of the project facilities or equipment are not used for the purpose of aviation, whether resulting from planned withdrawal, casualty loss, termination of the Grantee's airport operations or any other event, or if the public is not afforded use of the Grantee's airport for which Grant Funds have been provided as fully and equally as all other parties in accordance with Section 4561.11 of the Code, for a period of 20 years, the Grantee shall immediately notify the Administrator and shall promptly remit to ODOT the full amount of the Grant.

2.16 The Grantee shall purchase and/or maintain such insurance or self-insurance on all project facilities and equipment throughout the life of the Project in an amount and form as will be adequate, in ODOT's judgment, to protect the State interest therein and include coverage for theft, loss and liability.

ARTICLE 3: GENERAL PROVISIONS

3.1 The Grantee and all project contractors shall fully comply with all federal, state and local laws, rules, ordinances, executive orders, and other legal requirements bearing on the performance of the contract, including but not limited to, the laws referenced in these provisions of the contract and the other contract documents. If the contract documents are at variance therewith in any respect, any necessary changes shall be incorporated by appropriate modification.

3.2 In no event shall the Grantee or any of its employees, agents, contractors or subcontractors be considered agents or employees of ODOT, the State or the FAA. The Grantee agrees that none of its employees, agents, contractors or subcontractors will hold themselves out as, or claim to be, agents, officers or employees of ODOT, the State or FAA, and will not, by reason of any relationship with ODOT, make any claim, demand or application to or for any right or privilege applicable to an agent, officer or employee of the State or the FAA,

including, but not limited to, rights and privileges concerning workers' compensation benefits, social security coverage or retirement membership or credit.

- 3.3 No state agency and no political subdivision shall award a contract for goods, services, or construction, paid for in whole or in part with state funds, to a person whom a finding for recovery has been issued by the Auditor of State, if the finding for recovery is unresolved as defined by the Attorney General.
 - 3.4 Neglect or failure by Grantee to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, shall be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the Grantee's control. The Grantee, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
 - 3.5 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the Grantee shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the Grantee shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty days and failure by the Grantee to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the Grantee, or immediate termination of this Agreement by ODOT.
 - 3.6 The Grantee, upon receipt of notice of termination, shall cease work on the terminated activities under this Agreement, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report, as of the date of receipt of notice of termination describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting there from, and such other matters as the State may require.
 - 3.7 In the event of termination under this Section, Grantee shall be entitled to compensation, upon submission of a proper invoice, for the work performed prior to receipt of notice of termination, less any funds previously paid by or on behalf of ODOT. ODOT shall not be liable for any further claims, and the claims submitted by the Grantee shall not exceed the total amount of consideration stated in this Agreement. In the event of termination, any payments made by ODOT for which services have not been rendered by the Grantee shall be returned to ODOT.
 - 3.8 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT
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upon any default by the Grantee shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

- 3.9 The Grantee shall avail itself of all legal and equitable remedies under any third party contract which relates to the project and shall notify the Office of Aviation of any current or prospective litigation pertaining to any such third party contract. ODOT may require the Grantee to pay a proportionate share, based on the ratio of the Grant Fund paid to the Grantee pursuant to this Contract to the Total Project Cost, of the proceeds of any third party recovery related to the project.
 - 3.10 The Grantee shall immediately notify ODOT of any change in conditions or of local law or of any other event which may significantly affect its ability to perform the project in accordance with the provisions of this Contract. ODOT hereby reserves the right to terminate the project and cancel this Contract if ODOT determines that the continuation of the project would not justify the expenditure of Grant Funds or there is pending litigation, which in the opinion of ODOT, may jeopardize the Grant Funds or the project.
 - 3.11 If any term, provision or condition contained in this Contract is breached by either the Grantee or ODOT and thereafter such breach is waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
 - 3.12 This Contract and any claims arising out of this Contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Contract or the performance thereunder shall be brought only in the courts of Ohio, and the Grantee hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Contract thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
 - 3.13 If any provision of this Contract is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or enforceability of the remainder of this Contract. All provisions of this Contract shall be deemed severable.
 - 3.14 The Grantee shall not assign or subtract, in whole or part, or otherwise dispose of the Contract without the prior written consent of ODOT and such written consent shall not release the Grantee from any obligations of this Contract.
 - 3.15 The section captions in this Contract are for the convenience of reference only and in no way define, limit or describe the scope or intent of this Contract or any part hereof and shall not be considered in any construction hereof.
 - 3.16 EQUAL EMPLOYMENT OPPORTUNITY/NON-DISCRIMINATION
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3.16.1 In carrying out this Contract, Grantee will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.

3.16.2 Grantee agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin (ancestry), disability, genetic information, age (40 years or older), or military status (past, present, or future). Grantee shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the projects (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such project work.

3.16.3 Grantee agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. Grantee shall not discriminate on the basis of race, color, national origin, sex (including pregnancy, gender identification and sexual orientation), age, disability, low-income status, or limited English proficiency in its programs or activities. The Director of Transportation may monitor the Grantees's compliance with Title VI.

3.16.4 Compliance with Regulations: The Grantee (hereinafter includes consultants and contractors) will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Government, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

3.16.5 Nondiscrimination: The Grantee, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Grantee will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in Appendix E, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3.16.6 Solicitations for Subcontractors, including Procurements 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 subcontractor or supplier will be notified by the Grantee of the Grantee's obligations under this contract and the Acts and the

Regulations relative to nondiscrimination on the grounds of race, color, national origin (ancestry), sex (including pregnancy, gender identification and sexual orientation), age (40 years or older), disability, low-income status, or limited English proficiency.

3.16.7 Information and Reports: The Grantee 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 Grantee is in the exclusive possession of another who fails or refuses to furnish this information, the Grantee will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

3.16.8 Sanctions for Noncompliance: In the event of a Grantee'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:

- a. withholding payments to the Grantee under the contract until the Grantee complies; and/or,
- b. cancelling, terminating, or suspending a contract, in whole or in part.

3.16.9 Incorporation of Provisions: The Grantee will include the provisions of paragraphs one through nine in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Grantee 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 Grantee becomes involved in, or is threatened with litigation by a contractor, subcontractor, or supplier because of such direction, the Grantee may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Grantee may request the United States to enter into the litigation to protect the interests of the United States.

3.16.10 During the performance of this contract, the Grantee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Grantee," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- 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
 - 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)
 - Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 et seq.) (prohibits discrimination
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- on the basis of sex)
- 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
 - The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age)
 - 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)
 - 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)
 - 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)
 - 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)
 - 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)
 - 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)
 - 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))
 - 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)
 - In hiring of employees for the performance of the work under this contract or any subcontract, no contractor or subcontractor shall, by reason of race, color, religion, sex, age, handicap, national origin or ancestry, discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which this Contract relates.
 - Uniformed Services Employment and Reemployment Rights Act (USERRA) (38 U.S.C. 4301-4333) (prohibits discrimination on the basis of present, past or future military service)
 - Genetic Information Nondiscrimination Act (GINA) (42 U.S.C. 2000 ff.)
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3.17 DRUG-FREE WORKPLACE

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

3.18 ETHICS REQUIRMENTS

Contractor agrees that they are currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

3.19 OHIO ELECTION LAW

Contractor affirms that, as applicable to it, no party listed in Division (I) or (J) of Section 3517.13 of the Revised Code or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or to his campaign committees.

3.20 FINDINGS FOR RECOVERY

Grantee affirmatively represents to the State that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken the appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation is deemed to be false, the contract shall be void ab initio as between the parties to this contract, and any funds paid by the State hereunder shall be immediately repaid to the State, or an action for recovery may be immediately commenced by the State for recovery of said funds.

3.21 OFFER AND EFFECTIVE DATE

When transmitted by ODOT to the Grantee, this document shall constitute an offer which shall expire if it is not accepted, executed and returned to ODOT by the Grantee within fifteen (15) working days of such transmittal, unless an extension is granted by the Office of Aviation at the request of the Grantee. This Contract shall become effective on the date signed by the Director of ODOT, and the obligations of the parties hereunder shall then begin.

3.22 REPRESENTATIONS AND WARRANTIES MADE BY GRANTEE

The Grantee hereby restates, confirms and incorporates by reference the Standard Assurances and all other statements, representations, covenants and agreements contained

Resolution of the Belmont County Regional Airport Authority

The Belmont County Regional Airport Authority met in regular session on the 14 day of November 2019, at the Barnesville-Bradfield Airport, Barnesville, Ohio with the following members present: _____

Roger Deal, Sue Bradford, Jeff Britton

Mr. Jeff Britton moved and Mr. Sue Bradford seconded the adoption of the following:

Resolution

WHEREAS, The Belmont County Regional Airport Authority recently approved a FAA grant offer for runway 9/27 reconstruction and obstruction removal – all design; and

WHEREAS, the Ohio Department of Transportation has a 5% matching grant available; and

WHEREAS, the Ohio Department of Transportation requires a resolution from the Airport Authority authorizing signing and submission of a grant application to ODOT for the 5% matching grant,

NOW THEREFORE BE IT RESOLVED that,

Board Vice President Jeff Britton is authorized to sign the ODOT matching grant application and submit it to ODOT with a copy of the executed FAA grant offer, and to sign the Grant Offer when it is received.

BE IT FURTHER RESOLVED that the Airport Authority Secretary/Treasurer is hereby directed to prepare a copy of this resolution for attachment to the ODOT matching grant application.

On vote being taken, the proposed resolution passed unanimously.

CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of a resolution passed by the Belmont County Regional Airport Authority on November 14, 2019.

Jan W. Gallagher F.O.
Secretary/Treasurer

Date: November 14, 2019

in the Grantee's Application for Grant Funds issued pursuant to the Criteria. The Grantee hereby represents and warrants that the amount set forth in Article II, Section 2.2 is the Total Project Cost.

3.23. EXECUTION

3.23.1 The Grantee hereby represents that it is one of the following, with full power and authority to enter into this Contract: A regional airport authority established under Chapter 308 of the Code; a port authority established under Chapter 4582 of the Code; the State; a municipality; a county; or a township on an island.

3.23.2 This Contract may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

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

(the remainder of this page is left blank intentionally)

FOR THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION:

The Director of the Ohio Department of Transportation has duly executed this Contract this _____ day of _____, 20____.

By: _____
Director of the Ohio Department of Transportation

FOR THE GRANTEE:

Executed this 27th day of May, 2020.

By: [Signature] (Jeff Brutton)
Title: Vice President

Executed this 4 day of June, 2020.

By: X Jerry Echemann
Title: Commission Vice President

CERTIFICATE OF GRANTEE'S ATTORNEY:

I, Aaron M. Bruggeman, acting as attorney for the Grantee, do hereby certify that I have examined this Contract and the proceedings taken by the Grantee related thereto, and find that the acceptance of ODOT's offer by the Grantee has been duly authorized by the Grantee's action dated November 14, 2019, (a certified copy of which is attached hereto) and that the execution of this Contract is in all respects due and proper and in accordance with applicable federal, state and local law, and further that, in my opinion, said Contract constitutes a legal and binding obligation of the Grantee in accordance with the terms thereof. If the project is to be performed on property owned in fee simple by the Grantee, I certify that there are no legal impediments that will prevent full performance of the Contract by the Grantee. I further certify that, to the best of my knowledge, there is no litigation, pending or threatened, which might affect the performance of the project in accordance with the terms of this Contract.

Dated this 27th day of May, 2020.

By: [Signature]
Title: Attorney

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE RESOLUTION OF THE BOARD OF BELMONT COUNTY COMMISSIONERS
DECLARING THREE (3) VEHICLES OBSOLETE AND NOT NEEDED FOR COUNTY USE, AND
APPROVING ITS DONATION TO THE MEIGS COUNTY SHERIFF'S DEPARTMENT**

The Board of County Commissioners of Belmont County, Ohio, met this 4th day of June, 2020 in Regular Session with the following members present:

Mr. Echemann
Mr. Meyer

Mr. Echemann introduced the following resolution and moved its adoption:
WHEREAS, three (3) 2008 Ford Crown Victoria, VIN 2FAFP71V68X154241, VIN 2FAFP71V18X154244 AND VIN 2FAFP71V78X154247 has been part of the fleet of the Belmont County Sheriff's Department and is no longer of use to said department or the County; and
WHEREAS, this Board wishes to declare that said vehicles are obsolete and not needed for public use, and to donate the said vehicles to the Meigs County Sheriff's Department, according to Section 307.12 of the Ohio Revised Code;

WHEREAS, pursuant to Ohio Revised Code Section 307.12(D) *the board 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;

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

THAT, three (3) 2008 Ford Crown Victoria, VIN 2FAFP71V68X154241, VIN 2FAFP71V18X154244 and VIN 2FAFP71V78X154247 is hereby declared to be obsolete and not needed for County use and ordered to be donated to the Meigs County Sheriff’s Department.

Mr. Meyer seconded the motion for the adoption of said resolution; and the roll being called upon its adoption, the vote resulted as followed:

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

IN THE MATTER OF APPROVING THE AGREEMENTS BETWEEN THE FOLLOWING BOARD OF TOWNSHIP TRUSTEES AND THE BOARD OF COMMISSIONERS AUTHORIZING THE COUNTY TO ACT ON ITS BEHALF TO ENTER INTO A CONTRACT WITH A CONTRACTOR TO PROVIDE CHIP SEAL SERVICES FOR TOWNSHIP ROADS

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the agreements between the following Board of Township Trustees and the Board of County Commissioners of Belmont County, pursuant to ORC 307.15, authorizing the County to act on its behalf to enter into a contract with a contractor to provide chip seal services for township roads:

- Colerain Township
- Pultney Township
- Richland Township
- Washington Township
- York Township

Note: This will allow the county and townships to secure a better price for chip seal material.

AGREEMENT

This Agreement entered into this 4th day of June, 2020 by the Board of Township Trustees of Colerain Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T704 Sloans Run Rd.	12’x275’	367 SY
T451 Grays Ridge Rd.	12’x5,280’	7,040 SY
T561 Robinson Hollow Rd.	12’x225’	300 SY
T561 Robinson Hollow Rd.	9’x525’	525 SY
T561 Robinson Hollow Rd.	9’x100’	100 SY
T675 Rose Valley Rd.	10’x3,360’	3,733 SY
T1644 Twin Beech Rd.	16’x9,500’	16,889 SY
T438 Pine Hollow Rd.	9’x3,100’	3,100 SY
T438 Pine Hollow Rd.	12’x2,000’	2,667 SY
T475 Colerain-Mt. Pleasant Rd.	12’x2,100’	2,800 SY
T475 Colerain-Mt. Pleasant Rd.	9’x2,600’	2,600 SY
T441 Prokes Rd.	12’x300’	400 SY
T531 Angelo Rd.	9’x1,056’	1,056 SY
TOTAL 41,577 SY		
2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
Colerain Township
Belmont County, Ohio
By: John W. Yoker /s/

By: Ralph King /s/

By: Jeffrey S. Gazdik /s/

Board of County Commissioners of Belmont of
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

By: _____
J.P. Dutton
Belmont County Commissioner

APPROVED AS TO FORM:
David K. Liberati /s/
David K. Liberati

Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 4th day of June, 2020 by the Board of Township Trustees of Pultney Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1. Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T304 Trough Run Rd.	15’x10,560’	17,600 SY
T323 South Moss Run Rd.	12’x4,224’	5,632 SY
T1446 Brook Ave.	15’x1,056’	1,760 SY
T308B Tabot Rd.	10’x1,056’	1,173 SY
T308 McClainsville Rd.	15’x4,224’	7,040 SY
T304 Trough Run Rd.	12’x5,280’	7,040 SY
T1190 Shields Hollow Rd.	12’x2,112’	2,816 SY
T1294 Shields Hollow Rd.	10’x1,056’	1,173 SY
T1191 Saunders Hill Rd.	10’x1,056’	1,173 SY
T323 North Moss Run Rd.	12’x1,584’	2,112 SY
T326 Spring Hill Rd.	12’x2,112’	2,816 SY
T1189 Gibas Rd.	10’x520’	578 SY
T316 Waznick Rd.	10’x740’	822 SY
T281 Wozniak Rd.	10’x105’	117 SY
T1186 Walnut Dr.	10’x425’	472 SY
T1185 Bridge St.	10’x300’	333 SY
T1178 Elm Alley	10’x855’	950 SY
T1182 Ash Alley	10’x950’	1,056 SY
T1181 Line Alley	10’x225’	250 SY
T300 Pinch Run Rd.	12’x6,336’	8,448 SY
T623 Ward Rd.	10’x775’	861 SY
T316 Waznick Rd.	10’x250’	278 SY
T1563 Jeff Lane	10’x1,611’	1,790 SY
T1622 Sheryl Ave.	10’x1,320’	1,467 SY
T1530 Dana Ave.	10’x264’	293 SY
TOTAL		68,050 SY

2. Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3. County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4. Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5. Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6. The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
Pultney Township
Belmont County, Ohio
By: Scott Porter /s/

By: Mark Cervelli /s/

By: Franklin C. Shaffer /s/

Board of County Commissioners of Belmont of
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

By: _____
J.P. Dutton
Belmont County Commissioner

APPROVED AS TO FORM:
David K. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 4th day of June, 2020 by the Board of Township Trustees of Richland Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and

WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and

WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships. NOW THEREFORE, County and Township agree as follows:

1.

Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T332 Summit Ave.	18’x3,590’	7,180 SY
T1311 Elder Ave.	12’x739’	986 SY
T1562 Katherine Dr.	20’x1,162’	2,582 SY
T1505 Crestview Dr.	16’x528’	939 SY
T1505 Crestview Dr.	16’x2,692’	4,786 SY
T607 Frontier Dr.	16’x2,851’	5,068 SY
T1615 Nature Trail	20’x1,003’	2,229 SY
T1597 South Brianne Lane	20’x317’	704 SY
T751 High Street Ext.	18’x1,214’	2,428 SY
T1617 White Feather	20’x792’	1,760 SY
T795 Joella	18’x2,323’	4,646 SY
T796 Joella Circle	18’x845’	1,690 SY
T1568 Tulane Rd.	12’x845’	1,127 SY
T1576 Kacsmar Estates Dr.	18’x423’	846 SY
T1610 Split Oaks	20’x950’	2,111 SY
T1608 Ault Dr.	20’x2,112’	4,693 SY
T1619 Sandstone Way	20’x1,056’	2,347 SY
T1618 Cherry Tree Dr.	20’x528’	1,173 SY
T1614 Hidden Springs Dr.	20’x1,056’	2,347 SY
T1484 Greenbrier Dr.	20’x1,300’	2,889 SY
T1631 Scenic Valley Dr.	20’x1,000’	2,222 SY
TOTAL 54,753 SY		
2.

Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3.

County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4.

Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5.

Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6.

The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
Richland Township
Belmont County, Ohio
By: Richard W. Ferrell /s/

Board of County Commissioners of Belmont of
County, Ohio
By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner
By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner
By: _____
J.P. Dutton
Belmont County Commissioner
APPROVED AS TO FORM:
David K. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 4th day of June, 2020 by the Board of Township Trustees of Washington Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and
WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and
WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships. NOW THEREFORE, County and Township agree as follows:

1.

Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T118 Anderson Run Rd.	10’x1,680’	1,867 SY
T1010 Valley Dr.	10’x1,300’	1,444 SY
T103 Crabapple Rd.	13'6"x10,560'	15,840 SY
T125 Dover Rd.	13’x3,696’	5,339 SY
TOTAL 24,490 SY		
2.

Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3.

County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.

4.

Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5.

Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6.

The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
Washington Township
Belmont County, Ohio
By: Paul A. Kanzigg /s/

By: Sam E. Milhoan /s/

By: Larry P. Stukey /s/

Board of County Commissioners of Belmont of
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

By: _____
J.P. Dutton
Belmont County Commissioner

APPROVED AS TO FORM:
David k. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

AGREEMENT

This Agreement entered into this 4th day of June, 2020 by the Board of Township Trustees of York Township, Belmont County, Ohio (“Township”), and the Board of County Commissioners of Belmont County, Ohio, (“County”).

WITNESSETH

WHEREAS, Ohio Revised Code Section 307.15 permits the County to enter into an agreement with the legislative authority of a township, whereby the County undertakes and is authorized by the Township to exercise any power, perform any function, or render any service on behalf of the Township that such Township may exercise, perform, or render; and
WHEREAS, both County and Township desire to seek through competitive bidding, the services of a contractor to provide chip seal maintenance to roads within their respective jurisdictions and control; and
WHEREAS, both County and Township believe that each can secure a better price for said chip seal maintenance if the bid for said work is let as one large project combining the mileage of the township roads, county roads, and roads under the jurisdiction of other townships.

NOW THEREFORE, County and Township agree as follows:

1.

Pursuant to Ohio Revised Code Section 307.15, Township hereby authorizes County to act on its behalf to enter into a contract with a contractor to provide chip seal services for the township roads listed below:

T667 Lysien Rd.	14’x1,330’	2,069 SY
T1521 Bank Addition Rd.	11’x400’	489 SY
T729 Dover Ridge Rd.	20’x800’	1,778 SY
T612 Kreichbaum Rd.	13’x1,350’	1,950 SY
TOTAL 6,286 SY		
2.

Pursuant to Ohio Revised Code Section 307.15, County agrees to act on behalf of Township to provide the services as set forth in No. 1 above.
3.

County shall authorize the County Engineer to act as the agent for County and Township and any other townships who wish to join in this bidding procedure. As such agent, County Engineer shall advertise, evaluate, and accept as may be appropriate competitive bids for said chip seal maintenance. County Engineer shall enter into one contract for the benefit of County, Township, and any other townships who wish to join and have entered into an agreement substantially similar to this Agreement.
4.

Upon notification from the Engineer as to the estimated cost of the chip seal repairs to be made to Township’s roads, Township shall cause said estimated amount to be appropriated, set aside, and certified by the Township fiscal officer as required by Ohio law.
5.

Upon completion of the work contemplated pursuant to the contract between County, Engineer, and the contractor, the County Engineer will provide an invoice to the Township for the cost of the chip seal maintenance to Township’s roads and Township shall appropriate and certify any additional money as necessary and make said payment to County or contractor as may be designated by the County Engineer, promptly within 30 days of receipt of said invoice.
6.

The County Engineer is hereby designated by Township and County to inspect the work performed by contractor. County Engineer shall have sole and absolute discretion to determine whether contract has complied with the terms of the contract and upon certification by the Engineer that the work has been completed satisfactorily, Township shall make full and complete payment on any invoices for said work.

Board of Township Trustees
of York Township
Belmont County, Ohio
By: Ronald R. Graham /s/

By: Robert K. Graham /s/

By: Curtis Wisvari /s/

Board of County Commissioners of Belmont
County, Ohio

By: Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner

By: Josh Meyer /s/
Josh Meyer
Belmont County Commissioner

By: _____
J.P. Dutton
Belmont County Commissioner

APPROVED AS TO FORM:
David k. Liberati /s/
David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH YOUNGBLOOD PAVING, INC.
FOR ENGINEER’S PROJECT 20-2 CHIP SEAL PROGRAM**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into contract with Youngblood Paving, Inc. in the amount of \$570,344.80 for the Belmont County Engineer’s Project 20-2 CHIP SEAL PROGRAM, based upon the recommendation of Belmont County Engineer Terry Lively.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #20-2: 2020 CHIP SEAL PROGRAM**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 4th day of June, 2020 between **YOUNGBLOOD PAVING, INC.**, 2516 State Route 18, Wampum, PA 16157, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **YOUNGBLOOD PAVING, INC.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for applying dust suppressants to repaired areas and preparing and applying a single chip seal surface on various County Roads and Township Roads and all related Work described by the Contract Documents.

The completion date for this project shall be August 29, 2020.

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

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer. All chip seal work for this project shall be in accordance with Item 422 of the ODOT CMS.

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
2,600 GAL	AE-DP Asphalt Emulsion	\$1.61	\$4,186.00
387,780 SY	422 Single Chip Seal, CRS-2P, APP	\$1.46	\$566,158.80
	TOTAL		\$570,344.80

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

BELMONT COUNTY COMMISSIONERS

YOUNGBLOOD PAVING, INC.

Jerry Echemann /s/

Josh Meyer /s/

By: *Larry J. Youngblood /s/*

Larry J. Youngblood

Print / Type Signature

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE REQUEST FROM
GULFPORT ENERGY CORPORATION FOR RELEASE OF
ROAD USE MAINTENANCE AGREEMENTS (RUMA)/ENGINEERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the release of the following Road Use Maintenance Agreements with Gulfport Energy Corporation, based upon the recommendation of County Engineer Terry Lively:

- 0.65 miles of CR 10 (Blaine Barton Road) dated May 31, 2017
- 4.4 miles of CR 102 (Johnson Ridge Road) dated June 5, 2019

Note: Gulfport no longer needs to use the roadways and made repairs where needed.

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF</u>	<u>I</u>	<u>[Belmont Co. Commissioners</u>
<u>STILES LANE (PRIVATE ROAD)</u>	<u>I</u>	<u>[Courthouse</u>
<u>GOSHEN TOWNSHIP SEC 17, T-7, R-5</u>	<u>I</u>	<u>[St. Clairsville, Ohio 43950</u>
	<u>I</u>	<u>[Date June 4, 2020</u>

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Stiles Lane (Private Road), Goshen Township, Section 17, T-7, R-5 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Douglas Kemp, F.O., Goshen Township Trustees, 40939 Bethesda-Belmont Road, Bethesda, OH 43719

You are hereby notified that the 17th day of June, 2020, at 10:15 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.

By order of the Belmont County Commissioners.

Bonnie Zuzak /s/
Clerk of the Board

- Mail by certified return receipt requested

cc: Goshen Township Trustees

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF</u>	<u>I</u>	<u>[Belmont Co. Commissioners</u>
<u>GATTI DRIVE (PRIVATE ROAD)</u>	<u>I</u>	<u>[Courthouse</u>
<u>GOSHEN TOWNSHIP SEC 24, T-7, R-5</u>	<u>I</u>	<u>[St. Clairsville, Ohio 43950</u>
	<u>I</u>	<u>[Date June 4, 2020</u>

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Gatti Drive (Private Road), Goshen Township, Section 24, T-7, R-5 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
----*~*~*----

June 4, 2020

To: Douglas Kemp, F.O., Goshen Township Trustees, 40939 Bethesda-Belmont Road, Bethesda, OH 43719
You are hereby notified that the 17th day of June, 2020, at 10:20 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.
By order of the Belmont County Commissioners.

Bonnie Zuzak /s/
Clerk of the Board

• Mail by certified return receipt requested
cc: Goshen Township Trustees
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TO EXECUTE THE OHIO DEPARTMENT OF JOB AND FAMILY SERVICES TITLE XX COUNTY PROFILE

Motion made by Mr. Meyer, seconded by Mr. Echemann, on behalf of Belmont County Department of Job & Family Services, to approve and authorize the Vice-President of the Board to execute the Ohio Department of Job & Family Services Title XX County Profile for the program period of October 1, 2020 through September 30, 2021.
Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENTS AND REAPPOINTMENTS TO THE BELMONT COUNTY FAMILY SERVICES PLANNING COMMITTEE

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following appointments and reappointments to the Belmont County Family Services Planning Committee for a two-year term effective May 23, 2020:

APPOINTMENTS

Mrs. Karie Hunkler, BCDJFS, CSEA Administrator
Mrs. Patricia Green-Wallace, Belmont County FCFC Coordinator
Mr. Mike Schlanz, BCDJFS, Workforce Coordinator

REAPPOINTMENTS

Reverend William Webster, Grace Presbyterian Church
Ms. Barbara Roman, Softite Credit Union
Mrs. Brenna Rocchio, BCDJFS - PA Administrator
Mrs. Christine Parker, BCDJFS - PCSA Administrator
Ms. Cathy Campbell, Tri-County Help Center
Mr. Ed Good, Upper Ohio Valley Central Labor Council, AFL-CIO
Mr. Stephen Williams, Belmont County Board of Developmental Disabilities

Note: This committee serves as an advisory board to the County Commissioners with regard to the family services provided in the county.

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked for an update on the possibility of an injection well coming near the intersection of State Route 331 and Interstate 70. Mr. Meyer said, “We’re obviously opposed to the site of the injection well.” He said there is a citizen’s group that is in objection to that well is being formed. He thinks they are lobbying the state to have some new legislation enacted to help change some of the rules. He noted they have not heard if they are going to have a meeting for the public, the virtual meeting that was planned has been cancelled.

Mr. Hord inquired if the pandemic has had any impact on jail overcrowding. Mr. Echemann said the census is way down. Mr. Meyer said the judges made the decision to reduce inmate numbers when possible. He added with the numbers being down the sheriff’s office has been able to do additional maintenance work. Mr. Meyer said food costs are down and it is not necessary to house prisoners outside of the county, but one inmate is being housed at Jefferson County and one at Monroe County.
Mr. Hord asked about the impact on Tourism with Belmont County due to so many restrictions. Mr. Meyer said the pandemic has affected every aspect of life in the county. He said Tourism is doing some things virtually and are promoting outdoor activities.

COVID-19 UPDATE- Rob Sproul, Deputy Health Commissioner, said there are 473 positive cases in the county, 405 of those are out of quarantine, four are hospitalized. There have been 21 deaths with the last three being residents of a nursing home and a group home. There are 58 residents in quarantine that are being monitored. He said the numbers are slowing down. Mr. Sproul said the National Guard is going to be assisting with testing in the nursing homes and those numbers will be provided to the Health Department. He noted just about anybody can get tested now for the virus.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:51 A.M

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

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:41 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 10:41 a.m.
Upon roll call the vote was as follows:

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

AS A RESULT OF EXECUTIVE SESSION-

IN THE MATTER OF APPROVING PROMOTION OF CHELSEA LUCAS FROM PART-TIME TO FULL-TIME COOK/SSOBC

June 4, 2020

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the promotion of Chelsea Lucas from part-time to full-time Cook at Senior Services of Belmont County, effective June 8, 2020.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:38 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:38 p.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 17th day of June, 2020.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, J. P. Dutton and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK