

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

Mr. Dutton noted Rob Sproul, Deputy Health Commissioner, will not be in today due to a pressing meeting.

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

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

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

IN THE TOTAL AMOUNT OF \$674,158.63

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0052-A001-A93.007 Unemployment	\$531.48
E-0051-A001-A50.000 Budget Stabilization	E-0057-A006-F04.007 Unemployment	\$294.40

O54 DEBT SERVICES/COUNTY ISSUES

FROM	TO	AMOUNT
E-9255-O054-O13.000 Issuance Cost	E-9255-O054-O11.050 Principal Loan Pymt.	\$7,018.22

S55 TARGETED COMM ALTERN TO PRISON/ADULT PROBATION

FROM	TO	AMOUNT
E-1545-S055-S01.000 Grant Expenses	E-1545-S055-S02.002 Salaries/Fringes	\$25,000.00

S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION

FROM	TO	AMOUNT
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S01.002 Salaries	\$2,627.81
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S02.005 Medicare	\$38.10
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S03.003 PERS	\$735.80

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

P05 WATER WORKS FUNDS AND THE O50 NOTE RET-2014 WATER SYSTEM IMPROV./BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9250-O050-O10.574 Transfers In	\$19,000.00

P53 SSD FUNDS AND THE O04 USDA-SSD BOND PYMT RESERVE/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9201-O004-O06.574 Transfers In	\$2,914.51

T10 WATER & SEWER GUARANTEE DEPOSIT AND VARIOUS FUNDS/BCSSD

FROM	TO	AMOUNT
E-3711-T010-T04.074 Transfers Out	R-3702-P005-P15.574 Transfers In	\$2,084.30
E-3711-T010-T04.074 Transfers Out	R-3705-P053-P08.574 Transfers In	\$1,115.52

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

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

O55 TIF FUND

E-9255-O055-O03.050	Principal Loan Payment	\$62,981.78
E-9255-O055-O04.051	Interest Payment	\$59,920.25

****JULY 15, 2020****

A00 GENERAL FUND

E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$31,524.80
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O50 NOTE RET-2014 WATER SYSTEM IMPROVEMENT

E-9250-O050-O01.050	Principal Loan Payment	\$1,000,000.00
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O54 DEBT SERVICES/COUNTY ISSUES

E-9254-O054-O01.050	Principal Loan Payment	\$2,750,000.00
E-9255-O054-O11.050	Principal Loan Payment	\$2,905,000.00
E-9256-O054-O15.050	Principal Loan Payment	\$6,900,000.00

P78 CORONAVIRUS RELIEF FUND-COMMRS

E-1778-P078-P05.000	Co. Expenses for COVID 19	\$350,896.27
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S51.002	Salaries	\$261,968.37
E-8010-S030-S53.000	Medical	\$6,000.00
E-8010-S030-S54.000	Food	\$3,000.00

E-8010-S030-S55.010	Supplies	\$1,500.00
E-8010-S030-S56.000	Motor Vehicles	\$610.00
E-8010-S030-S57.000	Travel & Staff Development	\$4,000.00
E-8010-S030-S58.000	Communications	\$3,870.00
E-8010-S030-S59.000	Fuel/Utilities	\$23,000.00
E-8010-S030-S60.000	Maintenance & Repair	\$4,000.00
E-8010-S030-S62.000	Printing	\$100.00
E-8010-S030-S63.000	General	\$5,000.00
E-8010-S030-S66.003	PERS	\$32,000.00
E-8010-S030-S67.004	Workers Comp	\$6,000.00
E-8010-S030-S68.006	Hospitalization	\$111,000.00
E-8010-S030-S69.007	Unemployment Compensation	\$5,000.00
E-8010-S030-S70.005	Medicare	\$1,500.00
E-8010-S030-S71.000	Education/Recreation	\$1,000.00

S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$112,587.00
E-0910-S033-S34.010	Supplies	\$4,000.00
E-0910-S033-S38.011	Contract Services	\$10,000.00
E-0910-S033-S39.000	Food Service Expenses	\$3,000.00
E-0910-S033-S40.000	Medical	\$4,200.00
E-0910-S033-S44.003	PERS/STRS	\$11,000.00
E-0910-S033-S47.006	Hospitalization	\$27,000.00
E-0910-S033-S61.000	Food Service Expenses/GS	\$3,000.00
E-0910-S033-S65.011	Contract Services/GS	\$5,000.00
E-0910-S033-S67.000	Travel & Training/GS	\$750.00

S56 PROBATION SERVICES GRANT/ADULT PROBATION

E-1546-S056-S04.001	Salaries	\$37,500.00
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S60 2020 REMOTE TECH/JUVENILE COURT

E-1560-S060-S05.012	Equipment	\$8,999.49
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Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of July 15, 2020:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

S70 BELMONT CO. SENIOR PROGRAMS

E-5005-S070-S05.011	Contract Services	\$65,343.14
E-5005-S070-S08.000	Travel	\$3,191.34
E-5005-S070-S12.000	Capital Outlay	\$94,129.21
E-5005-S070-S17.000	Fuel	\$1,698.58
E-5005-S070-S18.000	Maintenance & Repairs, Equip	\$596.44
E-5005-S070-S19.000	Maintenance & Repairs, Vehicles	\$25,447.46

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies. **REFUNDS & REIMBURSEMENTS-\$422.06** deposited into R-0050-A000-A45.500 on 07/14/2020. (*Refunds from Quill for duplicate payment of invoices*)

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated July 15, 2020, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows: **WATER & SEWER DISTRICT**-Jeff Azallion, Alex Dombroski and/or Nate Rauschenberg to Zanesville, OH, on July 15, 2020, to pick up a truck from Ace Truck Equipment.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of July 8, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING ANTHONY RITZ AS FULL-TIME ASSISTANT DOG WARDEN

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Anthony Ritz as full-time Assistant Dog Warden for Belmont County Animal Shelter, effective July 20, 2020.

Upon roll call the vote was as follows:

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

Mr. Dutton noted this was a replacement position.

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BCDJFS (ON BEHALF OF BELMONT COUNTY FAMILY AND CHILDREN FIRST COUNCIL) AND BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign 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, 2020 through June 30, 2021, in the maximum amount of \$160,893.00.

LOCAL EARLY INTERVENTION PROGRAM CONTRACT

This agreement to provide administrative services for **Early Intervention Program for Service Coordination** is entered into on this 15th day of July, 2020 by and between the Belmont County Department of Job and Family Services (TIN 34-6000236), (on behalf of the Belmont County Family and Children First Council), hereinafter referred to as "**Department**" and the Belmont County Board of Developmental Disabilities (TIN 34-600236), hereinafter referred to as "**Provider**".

ARTICLE I: PURPOSE

Early Intervention Service Coordination providers fulfill Part C of the federal Individuals with Disabilities Education Act for activities which are mandated for children eligible to receive Early Intervention. Federal funds and state general funds are available to County Family and Children First Councils to be used in conjunction with local and private funds to provide early intervention program oversight as well as coordination of services for infants, toddlers and their families eligible for the program. Specific activities to be provided under this grant are described in Ohio Administrative Code 5123-10-01, 5123-10-02, 5123-10-03, and 5123-10-04 to include coordination of screenings, evaluations and eligibility determination; assessments of the child and family; developing, monitoring and reviewing Individualized Family Service Plans (IFSPs); coordinating transition planning conferences, and following procedural safeguards to ensure parent's rights.

ARTICLE II: EFFECTIVE DATES

This contract shall extend from July 1, 2020 through June 30, 2021, inclusive, unless otherwise terminated pursuant to Article V. may be extended beyond this time period upon the execution of a written amendment pursuant to Article V. contingent upon available funding.

ARTICLE III: AMOUNT OF CONTRACT/PAYMENTS

- A. Payment for services provided in accordance with the provisions of this contract shall not exceed \$160,893.00 \$3000.00 of that allocation is earmarked to outreach activities and will be accounted for separately. **Provider** and the **Department** agree upon an amended amount, and are contingent upon the availability of funds.
- B. **Provider** certifies that all costs are allowable and appropriate and that services submitted for payment were actually delivered. **Provider** will establish and maintain all fiscal records as needed as required to justify expenditures.
- C. **Provider** to submit a quarterly expenditure report and invoice to the Department within twenty (20) working days following the last working day of the quarter as the quarterly reimbursement report will be due by the twenty fourth (24th) day of the month following the quarter.
- D. The **Department** will review such invoice for completeness and any other information necessary before authorizing payment within thirty (30) days after receipt of a correct invoice. The reported expenditures submitted are subject to adjustment by the **Department** before such payment is authorized, in order to adjust for mathematical errors, incorrect rates or unallowable costs. Such invoices are subject to audit by appropriate local, state or federal officials.
- E. Any and all funding under this agreement shall not used to supplant existing funds targeting the same population for the purpose described in Article I.

ARTICLE IV: GENERAL REGULATIONS

- A. Any work this grant including any documents, data, photographs and negatives, electronic reports, records, software, source code, or other media shall become the property of the Ohio Department of Developmental Disabilities, which shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. If this grant is funded in whole or part, by the federal government, unless otherwise provided by the terms of the grant or by federal law, the federal funder also shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the work produced. No work produced under the grant shall include copyrighted matter without the prior written consent of the owner, except as may otherwise be allowed under federal law. The department's ownership will include copyright.
- B. The content of any material developed under this grant must be approved in advance by the awarding office of the DODD. All materials must clearly state: This work is funded in whole or in whole or in part by a grant awarded by the Ohio Department of Developmental Disabilities.
- C. **Provider** will comply with all applicable federal and state regulations rules, statutes, and guidelines regarding the expenditure of funds and program requirements, including but not limited to OMB Circular A-87, CMIA regulations, and HHS grant guidelines, and ODJFS rules. **Provider** agrees to provide all necessary and appropriate data and cooperate with state and local agencies in evaluating Early Intervention, including planning and participating in site visits.
- D. The **Provider** will submit quarterly reports on program issues and concerns, successes, and expenditures to the Belmont County Family and Children First Council and the **Department**.
- E. The **Department** may—from time to time as it deems appropriate, in consultation with Belmont County Family and Children First Council--communicate specific instructions to **Provider** concerning the performance of activities described in this contract. Within ten (10) days after receipt of instructions, the **Provider** will comply with the instructions to the satisfaction of the **Department**. It is expressly understood by the parties that these instructions are for the sole purpose of performing the specific tasks requested by the **Department** to ensure the satisfactory completion of the activities described in this Subsidy Agreement, and are not intended to amend or alter any part of this contract. An employee of the **Department**, to be identified by the **Department**, will communicate all instructions to the **Provider**. **Provider** agrees to consult with the **Department** as necessary to assure understanding and the success of completion of the contract activities.

ARTICLE V: DELIVERABLES

During the term of this contract the **Provider** will ensure that each child in early intervention is assigned one service coordinator, who will serve the family as the service coordinator, as soon as possible after the program referral, but in enough time to complete service coordination

activities in the time lines required. The **Provider** will ensure that service coordinators meet the qualifications as required in rule 3701-08-3 of the Ohio Administrative Code. The **Provider** will further ensure that it will implement a dedicated service coordinator approach which acknowledges the importance of their role and responsibilities to the family, e.g. coordinating evaluations and assessments, helping the family identify appropriate interventions, providing information to the family about financial resources and procedural safeguards, coordinating the

IFSP with the child's medical home and coordinating transition. The **Provider** acknowledges that the dedicated service coordinator cannot be providing other early intervention services to a child on his/her service coordination caseload.

ARTICLE VI: TERMINATION AND AMENDMENT

- A. This agreement may be terminated by either party at any time by giving thirty (30) written notice via certified mail to the executive director of the **Provider** and the director of the **Department**. Notwithstanding any other terms or conditions of this agreement, if the federal and/or other funds designated for the program are not available to the **Department** in the amount adequate to support the services and activities under this agreement, as determined by the **Department**, the **Department** may terminate this agreement. The **Department** will notify the **Provider** in writing of these conditions as soon as possible, but not later than ten (10) days upon receipt of such information/determination. All reimbursements to the **Provider** will cease on the date specified in the ten-day notice. The **Department** reserves the right to terminate this agreement immediately upon delivery of a written notice to **Provider** if the **Department** discovers any illegal conduct on the part of the **Provider** or **Provider** has violated any provisions of its agreement.
- B. This writing constitutes the entire agreement between the parties with respect to all matter herein. This contract may be amended only by written agreement signed by both parties and any amendment will be prospective in nature. Both parties agree that any amendment to laws or regulations cited in this agreement will result in a modification of this contract without the necessity for executing written amendments.

ARTICLE VII: LIMITATION OF LIABILITY

Provider agrees to hold the **Department** harmless from any and all claims for injury resulting from activities in furtherance of the work hereunder. **Provider** will reimburse the **Department** for any judgments for infringement of patent or copyright rights. **Provider** agrees to defend against any such claims or legal actions if called upon by the **Department** to do so. **Provider** will not permit any lien or claim to be filed or prosecuted against the state or the **Department** on account of any labor, services, or material furnished. If **Provider** fails, neglects or refuses to make prompt payment of any claims for labor, services, or materials furnished to **Provider** by any person in connection with this contract as such claims become due, the proper officer or officers representing the **Department** may pay such claims to the person furnishing the labor or services and charge the amount of the payment against the funds due or to become due **Provider** by reason of its contract. The **Department's** liability for damages, whether in contract or in tort, may not exceed the total amount of compensation payable to **Provider** under ARTICLE III or the amount of damages incurred by **Provider**, whichever is less. The **Provider's** sole and exclusive for any direct or consequential damages, including loss of profits, even if the **Department** knew or should have known of the possibility of such damages.

ARTICLE VIII: SPECIAL CONDITIONS AND MISCELLANEOUS PROVISIONS

By accepting this contract and executing this Contract agreement, **Provider** certifies current compliance and agrees to continued compliance with each condition listed in this Article. The PROVIDER'S certification of compliance with each of these conditions is considered to be a material representation of fact upon the **Department** relied in entering into this Contract agreement.

- A. Equal Employment Opportunity: In carrying out this Contract, the **Provider** will not discriminate in hiring, promotion, discharge, pay, job training, salary, fringe benefits, and/or other aspects, conditions, or privileges of employment on the basis of race, color, religion, sex, sexual orientation, disability, age, or national origin. Further, the **Provider** shall not discriminate in the provision of services on any of the above basis. The **Provider** shall indemnify, defend and hold the **Department** harmless from any and all claims for discrimination in employment or for discrimination in the provision of services arising from its activities under this agreement. **Provider** agrees not to discriminate against individuals who have or are participating in any work program administered by a County Department of Job and Family Services under Chapters 5101 or 5107 of the Revised Code.
- B. Religious Freedom: **Provider** agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under its contract will be used to promote the religious character and activities of **Provider**. If any participant objects to the religious character of the organizations, **Provider** will immediately refer the individual to the **Department** for an alternative provider.
- C. PROVIDER Status: **Provider** agrees that no agency, employment, joint venture or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this agreement. **Provider** also agrees that, as an independent PROVIDER, **Provider** assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation and unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. **Provider** certifies that all approvals, licenses or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period **Provider** becomes disqualified from conducting business in Ohio, for whatever reason, **Provider** must immediately notify the **Department** of the disqualification and **Provider** will immediately cease performance of its obligation hereunder.
- D. Assignment of Interests: **Provider** will not assign any interest (including subcontracts and contracts) in the Contract and will not transfer any interest in the Contract without the prior written approval of the **Department**, in consultation with Belmont County Family and Children First Council.
- E. Drug-Free Workplace: **Provider** and any subcontractor associated with the project agree to comply with all applicable state and federal laws regarding a drug-free workplace. The **Provider** will make a good faith effort to ensure that all employees, while working on state, county or private property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- F. Records and Reports: **Provider** will not use any information, system, or records made available to it for any purpose other than to fulfill the specific contract activities specified herein. The **Provider** and its employee agree to be bound by the same standards and rules of confidentiality that apply to employees of the **Department**. The terms of this section must be included in any contract or subcontract executed by **Provider** for work under this contract.
- G. **Provider** agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency (CSEA) in ensuring **Provider** or employees of **Provider** meet child support obligations established under state law. Further, by executing this agreement **Provider** certifies present and future compliance with any court order for the withholding of support, which is issued pursuant to sections 3113.21 to 3113.217 of the Ohio Revised Code.
- H. All records relating to costs, work performed and supporting documentation for invoices submitted to the **Department** will be retained by **Provider** and made available for audit by the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, Ohio Department of Developmental Disabilities, the Auditor of State, the Inspector General, and duly authorized law enforcement officials), agencies of the United States government, and county officials (including the **Department**, county auditor, and members of the County Family and Children First Council). All financial records related to its Contract are public records unless specifically excluded by Section 149.431 of the Ohio Revised Code.

ARTICLE IX: CONSTRUCTION

This agreement shall be governed, construed and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of this remainder of the contract impossible.

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.

Jeffery L. Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services

9 July 2020
Date

Stephen L. Williams /s/

7-10-20

July 15, 2020

Stephen L. Williams, Superintendent
Belmont County Board of Developmental Disabilities

Date

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

7/15/20
Date

Belmont County Commissioner
Jerry Echemann /s/
Jerry Echemann

7-15-20
Date

Belmont County Commissioner
Josh Meyer /s/
Josh Meyer

7/15/2020
Date

Belmont County Commissioner

Approved as to form:
David K. Liberati /s/ Assist P.A.
Belmont County Prosecutor

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

Mr. Dutton explained that the funding for the above is a combination of federal, state and local funds to provide coordination of services for infants, toddlers and their families. The Board of DD is responsible for coordinating screenings, evaluations and eligibility determinations, assessments of the child and family, developing, monitoring and reviewing individualized Family Service Plans, coordinating transition planning conferences and safeguarding parental rights.

**IN THE MATTER OF ENTERING INTO A RENEWAL OF VENDOR AGREEMENTS
ON BEHALF OF THE BCDJFS WITH VARIOUS VENDORS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a renewal of Vendor Agreements on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2020 through June 30, 2021 as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
• Marathon Gas dba D & D Fast Foods	\$10,000.00
• Smith's Hilltop Sunoco	\$10,000.00
• Zeake's Sunoco & Sun Shop Exxon	\$10,000.00

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT**

This agreement to provide gasoline is made and entered into this 15th day of July 2020 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Marathon Gas dba D & D Fast Foods, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2020 through June 30, 2021 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.

The maximum amount billable under this agreement is \$10,000.00

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services.

Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 15th day of July 2020.

Jeffery L. Felton /s/
Jeffery Felton, Director
BCDJFS

Signature: Glenn Didriksen /s/
Printed Name: Glenn Didriksen

Date: 7/10/2020

Date: 7/8/2020

Belmont County Department of Job and Family Services
68145 Hammond Rd.

July 15, 2020

St. Clairsville, Ohio 43950
(740) 695-1075

Signature	<u>J. P. Dutton /s/</u>	Date	<u>7/15/20</u>
Signature	<u>Jerry Echemann /s/</u>	Date	<u>7-15-20</u>
Signature	<u>Josh Meyer /s/</u>	Date	<u>7/15/2020</u>
Belmont County Commissioners			
Approved as to form	<u>David K. Liberati /s/ Assist P.A.</u>	Date	<u>7-14-2020</u>
Prosecutor			

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 15th day of July 2020 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Smith's Hilltop Sunoco, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2020, through June 30, 2021 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.

The maximum amount billable under this agreement is \$10,000.00.

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services.

Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 15th day of July 2020.

Jeffery L. Felton /s/ Signature: _____

Jeffery Felton, Director Printed Name: _____

BCDJFS

Date: 7/10/2020 Date: _____

Belmont County Department of Job and Family Services

68145 Hammond Rd.

St. Clairsville, Ohio 43950

(740) 695-1075

Signature Hilltop Sunoco Date 7-6-2020

Signature Bryan Smith /s/ Date 7-15-20

Signature J. P. Dutton /s/ Date 7/15/2020

Signature Jerry Echemann /s/ Date 7/15/2020

Signature Josh Meyer /s/ Date 7/15/2020

Belmont County Commissioners

Approved as to form David K. Liberati /s/ Assist P. A. Date 7-14-20

Prosecutor

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 15th day of July 2020 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake's Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2020 through June 30, 2021 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.

July 15, 2020

- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.

The maximum amount billable under this agreement is \$10,000.00

The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.

The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services.

Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.

The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.

Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 15th day of July 2020.

Jeffery L. Felton /s/

Signature: Anthony T. Zeakes /s/

Jeffery Felton, Director

Printed Name: ANTHONY T.ZEAKES

BCDJFS

Date: 7/10/2020

Date: 6/29/2020

Belmont County Department of Job and Family Services

68145 Hammond Rd.

St. Clairsville, Ohio 43950

(740) 695-1075

Signature J. P. Dutton /s/

Date 7/15/20

Signature Jerry Echemann /s/

Date 7-15-20

Signature Josh Meyer /s/

Date 7/15/2020

Belmont County Commissioners

Approved as to form David K. Liberati /s/ Assist P.A.

Date 7-14-2020

Prosecutor

Upon roll call the vote was as follows:

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

Mr. Dutton said gas vouchers are issued to Medicaid eligible clients to drive themselves to and from medical appointments.

IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO-WEST VIRGINIA EXCAVATING CO. FOR ENGINEER'S PROJECT 20-8

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Ohio-West Virginia Excavating Co., in the amount of \$431,282.75 for the Belmont County Engineer's Project 20-8 BEL-CR4-7.17 WALL REPLACEMENT, based upon the recommendation of Belmont County Engineer Terry Lively.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #20-8: BEL-CR4-7.17 WALL REPLACEMENT**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 15th day of July, 2020 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to replace a damaged retaining wall and roadway section on CR4 (Willow Grove Road) and all related Work described by the Contract Documents.

All Work for BEL-CR4-7.17 shall be completed by October 31, 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.

PROJECT #20-8: BEL-CR4-7.17 WALL REPLACEMENT

PROJECT #20-8 TOTAL = \$431,282.75

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 **OHIO - WEST VIRGINIA EXCAVATING CO.** 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

OHIO - WEST VIRGINIA EXCAVATING CO.

J. P. Dutton /s/

By: W. Roger Lewis /s/

Jerry Echemann /s/
Josh Meyer /s/

W. Roger Lewis, President
Print/Type Signature

BEL-CR4-7.17 WILLOW GROVE ROAD WALL REPLACEMENT

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
1 LS	CLEARING & GRUBBING, APP	\$5,000.00	\$5,000.00
43.75 FT	GUARDRAIL REMOVED	\$10.00	\$437.50
206.25 FT	GUARDRAIL REMOVED FOR REUSE	\$10.00	\$2,062.50
3 EACH	ANCHOR ASSEMBLY REMOVED FOR REUSE	\$550.00	\$1,650.00
497 CY	EXCAVATION	\$18.00	\$8,946.00
76 CY	EMBANKMENT	\$35.00	\$2,660.00
521 SY	SUBGRADE COMPACTION	\$5.00	\$2,605.00
25 FT	GUARDRAIL, TYPE MGS	\$32.00	\$800.00
206.25 FT	GUARDRAIL REBUILT, TYPE 5	\$28.00	\$5,775.00
43.75 FT	GUARDRAIL, TYPE 5, LONG-SPAN	\$43.00	\$1,881.25
37.5 FT	GUARDRAIL, TYPE MGS, LONG-SPAN	\$33.00	\$1,237.50
2 EACH	FLARED END SECTION	\$55.00	\$110.00
2 EACH	ANCHOR ASSEMBLY, MGS TYPE T	\$1,100.00	\$2,200.00
3 EACH	ANCHOR ASSEMBLY REBUILT	\$1,200.00	\$3,600.00
28.5 CY	ROCK CHANNEL PROTECTION, TYPE C W/ GEOTEXTILE FABRIC	\$92.00	\$2,622.00
3 CY	CONCRETE MASONRY, APP	\$1,500.00	\$4,500.00
14 FT	24" CONDUIT, TYPE A, APP, 706.08	\$250.00	\$3,500.00
45.5 FT	48" CONDUIT, TYPE A, APP, 706.02	\$300.00	\$13,650.00
290 FT	FULL DEPTH PAVEMENT SAWING	\$3.00	\$870.00
35 CY	ASPHALT CONCRETE BASE, PG64-22	\$210.00	\$7,350.00
181 CY	AGGREGATE BASE	\$90.00	\$16,290.00
53 GAL	TACK COAT	\$5.00	\$265.00
30 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, (448), PG64-22	\$220.00	\$6,600.00
3,000 EACH	EROSION CONTROL	\$1.00	\$3,000.00
0.10 MILE	EDGE LINE, 4" (642)	\$7,500.00	\$750.00
0.05 MILE	CENTER LINE (642)	\$14,000.00	\$700.00
1 LS	REMOVAL MISC.: RAILROAD TIE WALL REMOVAL	\$3,000.00	\$3,000.00
1 LS	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$57,000.00	\$57,000.00
1,330 FT	STEEL PILES, MISC.: W16X89, FURNISHED	\$50.00	\$66,500.00
29 CY	CLASS QC1 CONCRETE, FOOTING, APP	\$435.00	\$12,615.00
1 LS	CONCRETE, MISC.: CAST-IN-PLACE CONCRETE LAGGING, APP	\$16,000.00	\$16,000.00
190 EACH	CONCRETE, MISC.: 8" X 24" X 54" PRECAST CONCRETE LAGGING	\$190.00	\$36,100.00
140 CY	POROUS BACKFILL W/ GEOTEXTILE FABRIC, APP	\$115.00	\$16,100.00
878 FT	DRILLED SHAFTS, MISC.: D. S. 30" DIAM. INTO & ABOVE BEDROCK, APP	\$85.00	\$74,630.00
329 FT	DRILLED SHAFTS, MISC.: PLUG PILE, 30" DIAMETER, UNREINFORCED	\$89.00	\$29,281.00
37 CY	ROCK CHANNEL PROTECTION, WITH GROUT, APP	\$135.00	\$4,995.00
1 LS	CONSTRUCTION LAYOUT STAKES	\$2,000.00	\$2,000.00
1 LS	MAINTAINING TRAFFIC	\$4,000.00	\$4,000.00
1 LS	MOBILIZATION	\$10,000.00	\$10,000.00
	BEL-CR4-7.17 TOTAL		\$431,282.75

Upon roll call the vote was as follows:

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

Mr. Dutton noted the project is 75% funded via OPWC and 25% local match. It is in the Willow Grove area.

IN THE MATTER OF APPROVING CHANGE ORDER NO. 1 FROM OHIO-WEST VIRGINIA EXCAVATING COMPANY FOR ENGINEER'S PROJECT 19-5

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 1 from Ohio-West Virginia Excavating Company for Engineer's Project 19-5 BEL-CR20-0.56 (Blaine-Chermont Road) for a net change of \$13,156.10 for a new contract total of \$327,553.10, based upon the recommendation of Terry Lively, County Engineer.

Note: The additional cost is due to a change in quantities.

CHANGE ORDER NO. 1
SUPPLEMENTAL CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #19-5: BEL-CR20-0.56 (PW#177) SLIDE REPAIR

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 15th day of July, 2020 between **OHIO - WEST VIRGINIA EXCAVATING COMPANY**, P.O. Box 128, Powhatan Point, Ohio 43942, and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING COMPANY** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair the roadway slide and pavement damage areas along CR20 (Blaine-Chermont Road) and all related Work described by the Contract Documents.

CHANGE ORDER
*** ADDITIONAL QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR20	184 CY	EXCAVATION	\$27.00	+ \$4,968.00
CR20	184 CY	EMBANKMENT	\$50.00	+ \$9,200.00
CR20	3.64 CY	ASPHALT CONCRETE BASE	\$240.00	+ \$873.60
CR20	3.30 CY	ASPHALT CONCRETE SURFACE CRSE	\$315.00	+ \$1,039.50
		TOTAL ADDITIONS		+ \$16,081.10

*** NON-PREFORMED QUANTITIES ***

ROAD NO.	APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
CR20	39 CY	TRAFFIC COMPACTED SURFACE, TYPE A OR B	\$75.00	- \$2,925.00
		TOTAL DEDUCTIONS		- \$2,925.00
TOTAL AMOUNT OF CHANGE ORDER				+ \$13,156.10

Reason for contract – all quantities based on final field measurements.

SUMMARY

ORIGINAL CONTRACT	\$314,397.00
ADDITIONS - CHANGE ORDER NO. 1	+ \$16,081.10
DEDUCTIONS - CHANGE ORDER NO. 1	- \$2,925.00
NET CHANGE	+ \$13,156.10
TOTAL WORK PERFORMED	\$327,553.10
TOTAL AMOUNT OF SUPPLEMENTAL CONTRACT PERFORMED	\$13,156.10

BELMONT COUNTY COMMISSIONERS

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

OHIO - WEST VIRGINIA EXCAVATING COMPANY

By: W. Roger Lewis /s/
W. Roger Lewis
 Print/Type Signature
President
 Title

RECOMMENDED BY:

Terry Lively /s/
 TERRY D. LIVELY, P.S., P.E.
 BELMONT COUNTY ENGINEER

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired if the board had any concerns regarding Daelim Chemical backing out of the possible cracker plant project. Mr. Dutton said he remains very optimistic. He said the relationship and communication between local leaders and the project team has been outstanding and that hasn't changed. Mr. Dutton added he thinks the project timeline hasn't changed. He said, "It's a very challenging time to do any type of work, let alone a multi-billion-dollar global project like this. A lot of work is still being done and has been done and probably will continue to be done here over the next several weeks and months. Hopefully we end up with a positive decision for Belmont County, for the Ohio Valley, for the State of Ohio." Mr. Meyer said PTT has been a great partner for the county and have provided great communication regardless to the information they pass along. He added they remain committed to putting in the cracker plant and he is sure they will do their due diligence in obtaining a new partner. Mr. Meyer said, "It has been an unusual year for any type of activity in the United States, let alone Belmont County."

Mr. Hord asked the board if they wanted to comment on financial concern regarding Belmont County Transportation Improvement District (TID). Mr. Dutton said he and Larry Merry, Port Authority Director is on that board. He said, "It's an unfortunate situation. It started with the board members noticing some discrepancies, the board immediately took actions to make sure that some processes were halted so further potential damage could not be done. The individual was immediately suspended from his operations within the TID board." He added a private audit was done within one to two weeks' time and that information was sent on the State Auditor's office. "It's an unfortunate situation, but I'm proud of how the board responded. It was discovered by the board, it was an investigation by the board and it was self-reported by the board to the State Auditors office so I don't know what else the board could of done when it came to light that there was some discrepancy that needed to be looked into further," said Mr. Dutton.

Mr. Merry said regarding the proposed cracker plant it is just a part of the process. Because the length of the evaluation period things change. He thinks it's just a matter of them getting a different partner. Because of the virus everything is spread out and slowed down, it makes doing business complicated. Mr. Merry said he looks forward to a very positive announcement towards the end of the year or the first of next year and the project moving ahead. Mr. Dutton said it's important to point out there was a very significant lead time between the shell plant in Western Pa. from when Shell announced interest and intent to the construction starting.

RECESS

9:30 Barb Ballint, Executive Director, Belmont County Tourism Council, Inc.
Re: Quarterly Tourism Report

July 15, 2020

Josh Meyer
The foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners of Belmont County, Ohio, on July 15, 2020.
Dated: July 15, 2020

Yes
Bonnie Zuzak /s/
Bonnie Zuzak, Clerk
Belmont County Commissioners

EXHIBIT A
FORM OF EZ AGREEMENT
(attached hereto)
EXHIBIT B
APPLICATION
(attached hereto)

OHIO ENTERPRISE ZONE AGREEMENT
BETWEEN
THE BELMONT COUNTY COMMISSIONERS
AND

HILL INTERNATIONAL PROPERTY – ST. CLAIRSVILLE, LLC

This agreement made and entered into by and between the Belmont County Commissioners of Belmont County, Ohio, a County government with its main offices located at 101 West Main Street, St. Clairsville, Ohio 43950, and Hill International Property – St. Clairsville, LLC, an Ohio Corporation with its main offices located at 47866 Y & O Road, East Liverpool, Ohio 43920 (hereinafter referred to as The Enterprise). WITNESSETH;

WHEREAS, The Belmont County Commissioners have encouraged the development of real property and the acquisition of personal property located in the area designated as an Enterprise Zone; and

WHEREAS, The Enterprise desires to construct a new forty thousand (40,000) square foot facility for an estimated investment of \$8,500,000 - \$10,000,000, to relocate their business from West Virginia, which will bring approximately 34 full and part-time jobs to Belmont County at start-up, in addition to approximately 15-20 new positions within three years, (hereinafter referred to as the "Project") within the boundaries of the aforementioned Enterprise Zone, provided that the appropriate development incentives are available to support the economic viability of said Project; and

WHEREAS, The Belmont County Commissioners, by Resolution adopted January 30, 1989, designated the area as an "Enterprise Zone" pursuant Chapter 5709 of the Ohio Revised Code; and

WHEREAS, effective February 22, 1989, the Director of Development of the State of Ohio determined that the aforementioned area designated in said Resolution dated January 30, 1989, contains the characteristics set forth in Section 5709.61(A) of the Ohio Revised Code and certified said area as an Enterprise Zone under said Chapter 5709; and

WHEREAS, The Belmont County Commissioners, having the appropriate authority for the stated type of project, is desirous of providing The Enterprise with incentives available for the development of the Project in said Enterprise Zone under Chapter 5709 of the Ohio Revised Code; and

WHEREAS, The Enterprise has submitted a proposed agreement application (herein attached as Exhibit A) to The Belmont County Commissioners said application (hereinafter referred to as "Application"); and

WHEREAS, The Enterprise has remitted the required state application fee of \$750.00 made payable to the Ohio Development Services Agency with the application to be forwarded with the final agreement; and

WHEREAS, Larry Merry, Enterprise Zone Administrator of Belmont County, has investigated the application of The Enterprise and has recommended the same to the Board of Commissioners of Belmont County, on the basis that The Enterprise is qualified by financial responsibility and business experience to create and preserve employment opportunities in said Enterprise Zone and improve the economic climate of Belmont County, Ohio; and

WHEREAS, the project site as proposed by The Enterprise is located in the St. Clairsville-Richland City School District and the Belmont Harrison Joint Vocational School District and the Boards of Education of these two school districts have been notified in accordance with Section 5709.83 and been given a copy of the Application; and

WHEREAS, pursuant to Section 5709.62(C), 5709.63(A) or 5709.632 and in conformance with the format required under Section 5709.631 of the Ohio Revised Code, the parties hereto desire to set forth their agreement with respect to matters hereinafter contained;

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the parties herein agree as follows:

1. The Enterprise shall construct a new 40,000 square foot facility at 47255 National Road, St. Clairsville, Ohio, to house its full-service truck dealership, parts, and service department operations and offices.
The Project will begin in August 2020 and all acquisition, construction and installation will be completed by August 31, 2021.
2. The Enterprise shall create within a time period not exceeding 36 months after the completion of construction of the aforesaid facility, the equivalent of twenty (20) new full-time permanent job opportunities and eleven (11) new part-time permanent job opportunities. The Enterprise's schedule for hiring is as follows: create ten (10) new jobs during the first year at the new facility; create five (5) new jobs during the second year; create five (5) additional jobs during year three. The Enterprise currently has no employees at the project site.
The thirty-four (34) transferring employees (full-time and part-time) will bring over \$2,000,000 (two million dollars) in payroll to the county and the thirty-one (31) new employees (full-time and part-time) after three years will result in over \$2,000,000 (two million dollars) of additional annual payroll for The Enterprise, for a total of over \$4,000,000 (four million dollars) in payroll. The following is an itemization by the type of new jobs created:
Transferring employees: 25 full-time 9 part-time
Year One: 10 full-time 6 part-time
Year Two: 5 full-time 3 part-time
Year Three: 5 full-time 3 part-time
3. The Enterprise shall provide to the proper Tax Incentive Review Council any information reasonably required by the council to evaluate the enterprise's compliance with the agreement, including returns filed pursuant to section 5711.02 of the Ohio Revised Code if requested by the council.
4. Continuation of this agreement is subject to the validity of the circumstances upon which The Enterprise applied for, and the Director of the Ohio Development Services Agency issued, the waiver pursuant to Section 5709.633 of the Ohio Revised Code. If, after formal approval of this agreement by The Belmont County Commissioners, the County discovers that such a circumstance did not exist, The Enterprise shall be deemed to have materially failed to comply with this agreement.
5. The Enterprise shall pay such real and tangible personal property taxes as are not exempted under this agreement and are charged against such property and shall file all tax reports and returns as required by law. The Enterprise fails to pay such taxes or file such returns and reports, all incentives granted under this agreement are rescinded beginning with the year for
6. The Belmont County Commissioners shall perform such acts as are reasonably necessary or appropriate to effect, claim, reserve, and maintain exemptions from taxation granted under this agreement including, without limitation, joining in the execution of all documentation and providing any necessary certificates required in connection with such exemptions.
7. If for any reason the Enterprise Zone designation expires, the Director of the Ohio Development Services Agency revokes certification of the zone, or The Belmont County Commissioners revoke the designation of the zone, entitlements granted under this agreement shall continue for the number of years specified under this agreement, unless The Enterprise materially fails to fulfill its obligations

under this agreement and The Belmont County Commissioners terminate or modify the exemptions from taxation granted under this agreement.

- 8. If The Enterprise materially fails to fulfill its obligations under this agreement, or if The Belmont County Commissioners determine that the certification as to delinquent taxes required by this agreement is fraudulent, The Belmont County Commissioners may terminate or modify the exemptions from taxation granted under this agreement.
 - 9. The Enterprise hereby certifies that at the time this agreement is executed, The Enterprise does not owe any delinquent real or tangible personal property taxes to any taxing authority of the State of Ohio, and does not owe delinquent taxes for which The Enterprise is liable under Chapter 5733., 5735., 5739., 5741., 5743., 5747., or 5753. of the Revised Code, or, if such delinquent taxes are owed, The Enterprise currently is paying the delinquent taxes pursuant to an undertaking enforceable by the State of Ohio or an agent or instrumentality thereof, has filed a petition in bankruptcy under 11 U.S.C.A. 101, et seq., or such a petition has been filed against The Enterprise. For the purposes of the certification, delinquent taxes are taxes that remain unpaid on the latest day prescribed for payment without penalty under the chapter of the Revised Code governing payment of those taxes.
 - 10. The Enterprise affirmatively covenants that it does not owe: (1) any delinquent taxes to the State of Ohio or a political subdivision of the State; (2) any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not.
 - 11. The Enterprise and The Belmont County Commissioners acknowledge that this agreement must be approved by formal action of the legislative authority of the Belmont County Commission as a condition for the agreement to take effect. This agreement takes effect upon such approval.
 - 12. The Belmont County Commission has developed a policy to ensure recipients of Enterprise Zone tax benefits practice non-discriminating hiring in its operations. By executing this agreement, The Enterprise is committing to following non-discriminating hiring practices acknowledging that no individual may be denied employment solely on the basis of race, religion, sex, disability, color, national origin, or ancestry.
 - 13. Exemptions from taxation granted under this agreement shall be revoked if it is determined that The Enterprise, any successor enterprise, or any related member (as those terms are defined in Section 5709.61 of the Ohio Revised Code) has violated the prohibition against entering into this agreement under Division (E) of Section 3735.671 or Section 5709.62, 5709.63, or 5709.632 of the Ohio Revised Code prior to the time prescribed by that division or either of those sections.
 - 14. The Enterprise affirmatively covenants that it has made no false statements to the State or local political subdivision in the process of obtaining approval for the Enterprise Zone incentives. If any representative of The Enterprise has knowingly made a false statement to the State or local political subdivision to obtain the Enterprise Zone incentives, The Enterprise shall be required to immediately return all benefits received under the Enterprise Zone Agreement pursuant to ORC Section 9.66 (C)(2) and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to ORC Section 9.66(C)(1). Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to ORC 2921.13(D)(1), which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.
 - 15. This agreement is not transferrable or assignable without the express, written approval of The Belmont County Commission.
- IN WITNESS WHEREOF, the **Board of Commissioners of Belmont County, Ohio**, and pursuant to Resolution dated January 30, 1989, has caused this instrument to be executed this 15th day of July, 2020 and **Hill International Property – St. Clairsville, LLC**, by Steve Hill, its President, has caused this instrument to be executed on this 15th day of July, 2020.

Witness: Larry Merry /s/

Witness: Larry Merry /s/

Witness: Larry Merry /s/

Witness: Sherri Butler /s/

The Belmont County Commissioners
Belmont County, Ohio
 By J. P. Dutton /s/
 J. P. Dutton
 By Jerry Echemann /s/
 Jerry Echemann
 By Josh Meyer /s/
 Josh Meyer
Hill International Property –
St. Clairsville, LLC
 By Steve Hill /s/
President
 Title

APPROVED AS TO FORM:
David K. Liberati /s/ Assist P.A.
 PROSECUTING ATTORNEY

NOTE:
 A copy of this agreement must be forwarded to the Ohio Departments of Taxation and Ohio Development Services Agency within fifteen (15) days of approval to be finalized.

**OHIO DEVELOPMENT SERVICES AGENCY
OHIO ENTERPRISE ZONE PROGRAM**

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the Belmont County Commissioners and Richland Township, located in the County of Belmont and **Hill International Property – St Clairsville, LLC.**

- 1a. Name of business, home or main office address, contact person, and telephone number (attach additional pages if multiple enterprise participants).

Hill International Property - St Clairsville, LLC Enterprise name	Michael A. Barber Contact
330-386-6440 telephone number	47866 Y & O Road, East Liverpool, OH 43920 address

- 1b. Project site:

Mike Barber contact person	330-386-6440 telephone number
47255 National Road, St. Clairsville, OH 43950 address	

- 2a. Nature of business (manufacturing, distribution, wholesale or other).
Sale of Heavy-Duty Trucks, Parts and Servicing
- 2b. List primary 6-digit NAICS # **811111 & 441228**
Business may list other relevant SIC numbers.

- 2c. If a consolidation, what are the components of the consolidation? (must itemize the location, assets, and employment positions to be transferred)
Transfer of Dealership from Wheeling, WV to Belmont County. Approximately 34 full and part-time jobs will be transferred
-
- 2d. Form of business of enterprise (corporation, partnership, proprietorship, or other).
LLC Taxed as a partnership
-
3. Name of principal owner(s) or officers of the business (attach list if necessary).
Steve Hill/Mike Barber
-
4. Is business seasonal in nature? Yes___ No____
- 5a. State the enterprise's current employment level at the proposed project site:
0
-
- 5b. Will the project involve the relocation of employment positions or assets from one Ohio location to another? Note that relocation projects are restricted in non-distress-based Ohio Enterprise Zones. A waiver from the Director of the Ohio Department of Development is available for special limited circumstances. The business and local jurisdiction should contact ODOD early in the discussions.

Yes___ No____
- 5c. If yes, state the locations from which employment positions or assets will be relocated and the location to where the employment positions or assets will be located:
n/a
-
- 5d. State the enterprise's current employment level in Ohio (itemized for full and part-time and permanent and temporary employees):
N/A
-
- 5e. State the enterprise's current employment level for each facility to be affected by the relocation of employment positions or assets: **N/A**
- 5f. What is the projected impact of the relocation, detailing the number and type of employees and/or assets to be relocated? **N/A**

- 6a. Has the Enterprise previously entered into an Enterprise Zone Agreement with the local legislative authorities at any site where the employment or assets will be relocated as a result of this proposal? Yes ___ No X
- 6b. If yes, list the local legislative authorities, date, and term of the incentives for each Enterprise Zone Agreement: N/A
- 7. Does the Enterprise owe :
 - a. Any delinquent taxes to the State of Ohio or a political subdivision of the state? Yes ___ No X
 - b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State? Yes ___ No X
 - c. Any other moneys to the State, a state agency or a political subdivision of the State that are past due, whether the amounts owed are being contested in a court of law or not. Yes ___ No X
 - d. If yes to any of the above, please provide details of each instance including but not limited to the location, amounts and/or case identification numbers (add additional sheets if necessary).
N/A

- 8. Project Description (attach additional pages if necessary):

We would like to build a state of the art full-service Truck Dealership with a New Vehicle, Used Vehicle, Parts and Service Department to meet our light, medium and heavy-duty truck customer needs. 85% of workforce will be employed in the Service/Parts division. This division represents 78.5% of the company's gross revenue.

- 9. Project will begin **August 2020 (estimate)** and be completed **August 2021 (estimate)** provided a tax exemption is provided.

- 10a. Estimate the number of new employees the business intends to hire at the facility that is the project site (job creation projection must be itemized by full and part-time and permanent and temporary): **We presently have 25 Full-time permanent positions and 9 Part-time positions at our current facility in Wheeling, WV. We anticipate all those jobs transferring to the new facility. We estimate employment steadily rising in the new facility to meet customer demand and we believe the new facility could be near 60-70 full/part time positions within three years if the economy and industry are performing well.**
- 10b. State the time frame of this projected hiring: **Immediately upon project completion.**
- 10c. State proposed schedule for hiring (itemize by full and part-time and permanent and temporary employees): Full Time/Part Time
Transferring from WV location to open new location will be 25 full-time and 9 part-time employees. Hiring schedule as follows:
One Year: 10 FT 6 PT
Two Year: 5 FT 3 PT
Three Year: 5 FT 2 PT
- 11a. Estimate the amount of annual payroll such new employees will add \$ (new annual payroll must be itemized by full and part-time and permanent and temporary new employees).
Current payroll at the Wheeling location is \$1,200,000, difficult to say how that will rise from year one to year two to year three based on job growth, talent we are able to hire and mix of full and part time employment. We do believe payroll will rise approximately 25% upon opening the new store (\$1,500,000 annual payroll) and by the third year we will have nearly doubled from our current payroll (\$2,400,000 annual payroll).
- 11b. Indicate separately the amount of existing annual payroll relating to any job retention claim resulting from the project: \$ **N/A**
12. Market value of the existing facility as determined for local property taxation.
No existing facility in OH.
- 13a. Business's total current investment in the facility as of the proposal's submission. **There is no facility in Ohio.**
- 13b. State the businesses' value of on-site inventory required to be listed in the personal property tax return of the enterprise in the return for the tax year (stated in average \$ value per most recent 12 month period) in which the agreement is entered into (baseline inventory):
N/A

14. An estimate of the amount to be invested by the enterprise to establish, expand, renovate or occupy a facility:
Project costs will be between \$8,500,000 - \$10,000,000 for property, real estate and furniture and fixtures.

15. a. Business requests the following tax exemption incentives: **60% for 10 years** covering real estate and/or personal property including inventory as described above. Be specific as to type of assets, rate, and term.

b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

This will be our largest investment in our company's 123-year history, and it happens to be in our smallest market as it relates to truck population/registrations. It would normally take us 3-5 years to justify such a large investment but in this smaller market it will take 5-7 years. With the current economic downturn and our primary industry markets struggling (coal, oil/gas, and steel) at the worse possible time to build we could be looking at 10 years to justify this type of investment. Any assistance from state and local government would go a long way toward helping us justify completing such a large capital expenditure at this time.

Submission of this application expressly authorizes Belmont County Commissioners and Richland Township of Belmont County to contact the Ohio Environmental Protection Agency to confirm statements contained within this application including item #7 and to review applicable confidential records. As part of this application, the business may also be required to directly request from the Ohio Department of Taxation or complete a waiver form allowing the Ohio Department of Taxation to release specific tax records to the local jurisdictions considering the incentive request.

Applicant agrees to supply additional information upon request.

The applicant affirmatively covenants that the information contained in and submitted with this application is complete and correct and is aware of the ORC Sections 9.66(C)(1) and 2921.13(D)(1) penalties for falsification which could result in the forfeiture of all current and future economic development assistance benefit as well as a fine of not more than \$1,000 and/or a term of imprisonment of not more than six months.

Hill International Property-St. Clairsville, June 25th, 2020
LLC

Name of Enterprise	Date
<i>Michael A Barber</i>	Michael A Barber, Member
Signature	Typed Name and Title

* A copy of this proposal must be forwarded by the local governments to the affected Board of Education along with notice of the meeting date on which the local government will review the proposal. Notice must be given a minimum of fourteen (14) days prior to the scheduled meeting to permit the Board of Education to appear and/or comment before the legislative authorities

considering the request.

** Attach to Final Enterprise Zone Agreement as Exhibit A

Please note that copies of this proposal must be included in the finalized Enterprise Zone Agreement and be forwarded to the Ohio Department of Taxation and the Ohio Development Services Agency within fifteen (15) days of final approval.

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Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:37 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into executive session pursuant to ORC 121.22(G)(1) Personnel Exception to consider the possible discipline and/or dismissal of a public employee.

Upon roll call the vote was as follows:

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

Jeff Felton, BCDJFS Director, joined via phone, for a portion of executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:28 A.M.

July 15, 2020

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:28 a.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is one motion for the board to consider.

IN THE MATTER OF APPROVING THE TERMINATION OF PAULA M. GOODSON, FULL-TIME CASE MANAGER PUBLIC ASSISTANCE FOR THE BELMONT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the termination of Paula M. Goodson, full-time Case Manager Public Assistance for the Belmont County Department of Job and Family Services, effective July 15, 2020 and direct her supervisor to notify Ms. Goodson of the same.

Upon roll call the vote was as follows:

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

RECESS

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

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 1:10 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:10 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 22nd day of July, 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