

St. Clairsville, Ohio

August 26, 2020

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.

**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 \$375,840.37**

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-0131-A006-A04.002 Road-Salaries | E-0131-A006-A09.000 Medical            | \$6,000.00 |
| E-0131-A006-A04.002 Road-Salaries | E-0131-A006-A25.000 Housing of Inmates | \$3,202.91 |

**S30 OAKVIEW JUVENILE REHABILITATION**

| FROM                                | TO                              | AMOUNT     |
|-------------------------------------|---------------------------------|------------|
| E-8010-S030-S59.000 Fuel/Utilities  | E-8010-S030-S60.000 Maintenance | \$444.45   |
| E-8010-S030-S68.006 Hospitalization | E-8010-S030-S60.000 Maintenance | \$1,985.55 |

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 | \$2,198.00 |

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 August 26, 2020:

***CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION***

A00 General Fund

|                     |          |              |
|---------------------|----------|--------------|
| E-0048-A002-K02.010 | Supplies | \$ 12,143.69 |
|---------------------|----------|--------------|

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 August 26, 2020 meeting:

| ACCT #                         | TOWNSHIP                | Appropriation<br>Amount |
|--------------------------------|-------------------------|-------------------------|
| UND AUTO TAX<br>APPROPRIATIONS |                         |                         |
| E-9801-Y001-Y01.000            | UND AUTO TAX            | 282,918.87              |
| E-9801-Y001-Y03.000            | TOWNSHIP-PERMISSIVE TAX | 89,857.50               |
| E-9801-Y001-Y05.000            | PEASE TOWNSHIP          | 4,252.00                |
| E-9801-Y001-Y06.000            | GOSHEN TOWNSHIP         | 1,664.00                |
| E-9801-Y001-Y07.000            | WARREN TOWNSHIP         | 2,128.00                |
| E-9801-Y001-Y08.000            | PULTNEY TOWNSHIP        | 4,688.00                |
| E-9801-Y001-Y09.000            | FLUSHING TOWNSHIP       | 880.00                  |
| E-9801-Y001-Y10.000            | COLERAIN TOWNSHIP       | 1,840.50                |
| E-9801-Y001-Y11.000            | KIRKWOOD TOWNSHIP       | 130.50                  |

|                     |                                 |            |
|---------------------|---------------------------------|------------|
| E-9801-Y001-Y12.000 | MEAD TOWNSHIP                   | 1,081.50   |
| E-9801-Y001-Y13.000 | RICHLAND TOWNSHIP               | 2,724.00   |
| E-9801-Y001-Y14.000 | SMITH TOWNSHIP                  | 765.00     |
| E-9801-Y001-Y15.000 | SOMERSET TOWNSHIP               | 607.50     |
| E-9801-Y001-Y16.000 | UNION TOWNSHIP                  | 961.50     |
| E-9801-Y001-Y17.000 | WASHINGTON TOWNSHIP             | 292.50     |
| E-9801-Y001-Y18.000 | WAYNE TOWNSHIP                  | 372.00     |
| E-9801-Y001-Y19.000 | WHEELING TOWNSHIP               | 735.00     |
| E-9801-Y001-Y20.000 | YORK TOWNSHIP                   | 396.00     |
|                     | Total Auto Tax                  | 396,294.37 |
|                     |                                 |            |
|                     | MUNICIPAL AUTO LICENSE          |            |
| E-9802-Y002-Y08.000 | MARTINS FERRY                   |            |
|                     |                                 |            |
|                     | COUNTY AUTO LICENSE             |            |
| E-9803-Y003-Y01.000 | COUNTY AUTO LICENSE             | 24,907.84  |
|                     |                                 |            |
|                     | GASOLINE TAX                    |            |
| E-9804-Y004-Y01.000 | COUNTY GASOLINE TAX             | 311,963.63 |
|                     |                                 |            |
|                     | INDIGENT APPLICATION FEES       |            |
| E-9841-Y041-Y01.000 | REMIT TO STATE                  |            |
| E-9841-Y041-Y02.000 | REMIT TO COUNTY                 |            |
|                     | Total Indigent Application Fees | 0.00       |

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\*\***

**S49 MENTAL HEALTH**

|                     |                   |              |
|---------------------|-------------------|--------------|
| E-2310-S049-S52.012 | Equipment         | \$12,000.00  |
| E-2310-S049-S54.011 | Contract Services | \$350,000.00 |

**\*\*AUGUST 26, 2020\*\***

**A00 GENERAL FUND**

|                     |                                   |            |
|---------------------|-----------------------------------|------------|
| E-0051-A001-A51.000 | Oil & Gas                         | \$6,398.93 |
| E-0051-A001-A52.000 | Admin Exp-Lodging Excise Tax      | \$3,000.00 |
| E-0057-A006-F06.011 | Veterinary Services               | \$1,279.98 |
| E-0057-A006-F08.000 | Other Expenses                    | \$2,027.61 |
| E-0061-A002-B05.000 | Intense Probation-Clerk of Courts | \$2,272.45 |

**E10 911 FUND**

|                     |                |            |
|---------------------|----------------|------------|
| E-2200-E010-E07.000 | Other Expenses | \$2,174.70 |
|---------------------|----------------|------------|

**E11 9-1-1 WIRELESS**

|                     |                   |            |
|---------------------|-------------------|------------|
| E-2301-E011-E01.011 | Contract Services | \$1,267.00 |
|---------------------|-------------------|------------|

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

|                     |                |             |
|---------------------|----------------|-------------|
| E-2812-K000-K13.012 | Equipment Road | \$18,564.41 |
|---------------------|----------------|-------------|

**L01 SOIL CONSERVATION/BSWCD**

|                     |                   |             |
|---------------------|-------------------|-------------|
| E-1810-L001-L01.002 | Salaries          | \$25,653.00 |
| E-1810-L001-L05.011 | Contract Services | \$5,000.00  |
| E-1810-L001-L09.000 | Travel Expenses   | \$5,000.00  |
| E-1810-L001-L11.003 | PERS              | \$2,000.00  |
| E-1810-L001-L14.000 | Other Expenses    | \$3,000.00  |

**O50 NOTE RET-2014 WATER SYSTEM IMPROV.**

|                     |               |            |
|---------------------|---------------|------------|
| E-9250-O050-O03.000 | Issuance Cost | \$2,198.00 |
|---------------------|---------------|------------|

**O54 DEBT SERVICES-COUNTY ISSUES**

|                     |               |             |
|---------------------|---------------|-------------|
| E-9254-O054-O03.000 | Issuance Cost | \$11,822.69 |
| E-9255-O054-O13.000 | Issuance Cost | \$12,272.61 |
| E-9256-O054-O17.000 | Issuance Cost | \$28,945.20 |

**P90 SPEC EMERGENCY PLANNING FUND/LEPC**

|                     |          |             |
|---------------------|----------|-------------|
| E-1720-P090-P07.002 | Salaries | \$23,089.00 |
|---------------------|----------|-------------|

**S33 DISTRICT DETENTION HOME/SARGUS**

|                     |                          |             |
|---------------------|--------------------------|-------------|
| E-0910-S033-S33.002 | Salaries                 | \$47,000.00 |
| E-0910-S033-S44.003 | OPERS/STRS               | \$20,000.00 |
| E-0910-S033-S61.000 | Food Service Expenses/GS | \$3,000.00  |

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.

**2019 CLOSED PO-A00 GENERAL FUND**

PO# 522040      E-0048-A002-502.010      Supplies      \$12,143.69

**ADMINISTRATION FEE LODGING TAX/GENERAL FUND-\$3,000.00** deposited into R-0050-A000-A03.500 on August 24, 2020.

*(Administration Fee/Lodging Excise Tax for Second Quarter 2020)*

**GENERAL FUND/ANIMAL SHELTER-\$1,797.61** deposited into R-0057-A006-A01.500 balance available as of 07/31/2020 *(General donations paid in on various dates in July 2020)*

**\$230.00** deposited into R-0057-A006-A03.500 balance available as of 07/31/2020 *(Adoption fees paid in on various dates in July 2020)*

**GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$1,279.98** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 08/10/2020. *(Money was received from Belmont County Cat Stray Shun for the reimbursement of July 2020 New Horizon Animal Hospital vet bills)*

**OIL & GAS RECEIPTS JULY AND AUGUST/GENERAL FUND-\$6,398.93** in Oil and Gas receipts deposited into R-0050-A000-A02.500 on various dates in July and August 2020 see the table below:

|              |                 |
|--------------|-----------------|
| 07/29/2020   | 500.09          |
| 07/29/2020   | 164.32          |
| 08/03/2020   | 113.97          |
| 08/03/2020   | 610.01          |
| 08/04/2020   | 126.11          |
| 08/05/2020   | 4,587.19        |
| 08/07/2020   | 35.69           |
| 08/10/2020   | 103.83          |
| 08/20/2020   | 157.72          |
| <b>TOTAL</b> | <b>6,398.93</b> |

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 August 26, 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 APPROVING THE SATISFACTION OF MORTGAGE BY  
SEPARATE INSTRUMENT FOR CHRISTINE M. MOWERY/BELOMAR**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Christine M. Mowery for mortgage deeds dated October 17, 2000 and November 30, 2000, as recorded in Volume 777 at pages 965-967 and Volume 782 at pages 415-417 in the Belmont County Recorder’s Office, based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated October 17, 2000 and November 30, 2000,, and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0777at pages 965-967 and Volume 0782 at pages 415-417 , and executed by Christine M. Mowery to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

August 26, 2020  
Date

Belmont County Commissioners:

By: J. P. Dutton /s/  
J. P. Dutton, President  
Jerry Echemann /s/  
Jerry Echemann  
Josh Meyer /s/  
Josh Meyer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 2 FROM COLAIANNI  
CONSTRUCTION, INC/ DIVISIONAL COURTS BUILDING RENOVATION PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 2 from Colaianni Construction, Inc., for the Belmont County Divisional Courts Building Renovation Project in the amount of \$68,523.00, for a new contract total of \$6,318,471.00.



**Change Order**

|  |   |  |
|--|---|--|
| <b>PROJECT:</b> <i>(Name and address)</i><br>Belmont County Divisional Courts<br>Building Renovation<br>52180 National Road<br>St. Clairsville, Ohio 43950 | <b>CONTRACT INFORMATION:</b><br>Contract For: General Trades<br><br>Date: March 4, 2020   | <b>CHANGE ORDER INFORMATION:</b><br>Change Order Number: 002<br><br>Date: August 26, 2020                                      |
| <b>OWNER:</b> <i>(Name and address)</i><br>Board of Commissioners of Belmont<br>County, Ohio<br>101 West Main Street<br>St. Clairsville, Ohio 43950        | <b>ARCHITECT:</b> <i>(Name and address)</i><br>McKinley & Associates<br>The Maxwell Center<br>32 Twentieth Street, Suite 210<br>Wheeling, West Virginia 26003 | <b>CONTRACTOR:</b> <i>(Name and address)</i><br>Colaianni Construction, Inc.<br>2141 State Route 150<br>Dillonvale, Ohio 43917 |

**THE CONTRACT IS CHANGED AS FOLLOWS:**  
*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

1. Laminate GWB to existing CMU in Corridor 168 to cover unacceptable existing masonry; provide CMU wall patching in Rooms 165, 165, 167, and Corridor 168 due to unforeseen concealed conditions, as set forth in Exhibit A. Net change \$3,072.00

2. Frame, hang GWB, and finish GWB cover openings in Mechanical Room 164 ceilings from existing Roof Vent Fans being removed, as set forth in Exhibit B. Net change \$2,814.00

3. Install and certify a new Backflow Preventer and Strainer on Domestic Water Service, as set forth in Exhibit C. Net change \$3,869.00 and 7 calendar days

4. Convert the wall separating Rooms 165 / 167 from CMU to GWB, as set forth in Exhibit D. Net change (\$1,705.00)

5. Remove existing abandoned interior Snow Melt Equipment and Associated Conduits, as set forth in Exhibit E. Net change \$703.00

6. Remove and replace Panel DP-1 with a new Square D I-Line type panel board, as set forth in Exhibit F. Net change \$9,231.00 and 28 calendar days

7. Provide power feeds for Air Conditioning Units CU-3.1, CU-2.10, and CU-2.9, as set forth in Exhibit G. Net change \$3,415.00 and 3 calendar days

8. Provide RIB Relays on Exhaust Fans EF-1 - EF-10, as set forth in Exhibit H. Net change \$2,232.00

9. Repair/rework approximately 600 lf of Site Lighting power feeds at West Parking Lot, as set forth in Exhibit I. Net change \$20,368.00 and 7 calendar days

10. Extend the length of the Parking Gate Island at the Employee Entrance, as set forth in Exhibit J. Net Change \$1,986.00

11. Finish the room side of existing Vestibule masonry walls to conceal exposed CMU not indicated to be covered, and to provide acavity to conceal MEP rough-ins, as set forth in Exhibit K. Net change \$3,351.00 and 7 calendar days

12. Install new Water Meter, Bypass Piping, and Pressure Reducing Valve inside the building, as set forth in Exhibit L. Net change \$3,456.00 and 14 calendar days

13. Replace and install light fixture heads and light poles, and perform related work, as set forth in Exhibit M. Net change \$15,731.00 and 14 calendar days

This Change Order constitutes the full and complete satisfaction for all claims of all direct and indirect costs, overhead costs of all kinds, inefficiency costs, acceleration costs, the cumulative impact of this and other change orders executed to date, the impact of this change order on unchanged work and interest related thereto, which has been or may be incurred in conjunction with the project extension set forth herein, if any. The Contractor agrees that the extension of the Contract Time in this Change Order addresses all delays incurred on the Project that


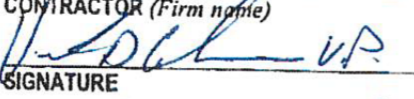
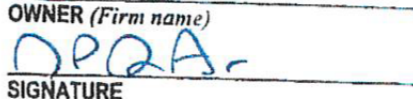


the Contractor is aware of or should be aware of, through the date of execution of this Change Order. This document and attachments hereto shall become an amendment to the contract and all provisions of the contract will apply hereto.


|  |                 |
|--|-----------------|
| The original Contract Sum was  | \$ 6,284,500.00 |
| The net change by previously authorized Change Orders                    | \$ -34,552.00   |
| The Contract Sum prior to this Change Order was                          | \$ 6,249,948.00 |
| The Contract Sum will be increased by this Change Order in the amount of | \$ 68,523.00    |
| The new Contract Sum including this Change Order will be                 | \$ 6,318,471.00 |
| The Contract Time will be increased by Eighty (80) days.                 |                 |
| The new date of Substantial Completion will be January 22, 2021.         |                 |

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.


NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

|   |  |   |
|---|--|---|
| McKinley & Associates   | Colaanni Construction, Inc.  | Board of Commissioners of Belmont County, Ohio  |
| ARCHITECT (Firm name)   | CONTRACTOR (Firm name)   | OWNER (Firm name)   |
|  |  |  |
| SIGNATURE   | SIGNATURE  | SIGNATURE   |
| Christina Schessler   | Vincent Colaanni VP  | J.P. Dutton - Commissioner  |
| PRINTED NAME AND TITLE  | PRINTED NAME AND TITLE   | PRINTED NAME AND TITLE  |
| SENIOR ARCHITECT  |  |   |
| DATE 8-25-2020  | DATE 8-26-2020   | DATE 8/26/20  |

|   |  |
|---|--|
|  |  |
| SIGNATURE   |  |
| Jerry Echemann Commissioner   |  |
| PRINTED NAME AND TITLE  |  |
| DATE 8-26-20  |  |

|   |  |
|---|--|
|  |  |
| SIGNATURE   |  |
| Josh Meyer Commissioner   |  |
| PRINTED NAME AND TITLE  |  |
| DATE 8/26/2020  |  |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

Mr. Dutton said this change order consists of a few things, some HVAC, some lighting changes being made outside of the building for security purposes and some water services.

**FOR ENGINEER’S PROJECT 20-6 BEL-4-24.95/27.38 PAVING AND BRIDGE DECK**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Shelly & Sands, Inc., in the amount of \$755,500.00 for the Belmont County Engineer’s Project 20-6 BEL-4-24.95/27.38 PAVING AND BRIDGE DECK, based upon the recommendation of Belmont County Engineer Terry Lively.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS**  
**BELMONT COUNTY ENGINEER'S**  
**PROJECT #20-6: BEL-4-24.95/27.38 PAVING AND BRIDGE DECK**  
**O.P.W.C. PROJECT CONTROL NO. CR29X**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 26<sup>th</sup> day of August, 2020 between **SHELLY & SANDS, INC.**, P.O. Box 66, Rayland, OH 43943 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **SHELLY & SANDS, INC.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary for replacing a bridge deck at CR4-25.56 and placing 2.43 miles of asphalt concrete pavement on CR4 Glenns Run Road and all related Work described by the Contract Documents.

All Work for BEL-CR4-24.95/27.38 asphalt resurfacing portion of the project shall be completed by OCTOBER 24, 2020. All Work for the BEL-CR4-25.56 bridge deck replacement portion of the project shall be completed by MAY 31, 2021.

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 #20-6: BEL-4-24.95/27.38 PAVING AND BRIDGE DECK**

**PROJECT #20-6 TOTAL = \$755,500.00**  
*COUNTY WILL CERTIFY 51% OF \$755,500.00 WHICH IS \$385,305.00.*

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **SHELLY & SANDS, 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**  
*J. P. Dutton /s/*  
*Jerry Echemann /s/*  
*Josh Meyer /s/*  
**BEL-CR4-25.56 BRIDGE DECK**

**SHELLY & SANDS, INC.**  
*By: Mark Haverty /s/*  
Mark Haverty Vice President  
*Print/Type Signature*

| APPROXIMATE QUANTITY | ITEM  | UNIT PRICE   | TOTAL AMOUNT |
|----------------------|---|--------------|--------------|
| LUMP SUM             | CLEARING AND GRUBBING                       | \$2,000.00   | \$2,000.00   |
| 354 FT               | GUARDRAIL REMOVED                           | \$3.00       | \$1,062.00   |
| 21 CY                | EXCAVATION                                  | \$30.00      | \$630.00     |
| 21 CY                | EMBANKMENT                                  | \$30.00      | \$630.00     |
| 39 SY                | SUBGRADE COMPACTION                         | \$5.00       | \$195.00     |
| 3 EACH               | GRADING DRIVE APPROACHES                    | \$450.00     | \$1,350.00   |
| 237.5 FT             | GUARDRAIL, TYPE 5, USING 9 FOOT POSTS       | \$26.00      | \$6,175.00   |
| 2 EACH               | FLARED END SECTION                          | \$50.00      | \$100.00     |
| 1 EACH               | ROUNDED END SECTION                         | \$50.00      | \$50.00      |
| 2 EACH               | ANCHOR ASSEMBLY, TYPE A                     | \$1,300.00   | \$2,600.00   |
| 3 EACH               | ANCHOR ASSEMBLY, TYPE T                     | \$850.00     | \$2,550.00   |
| 2 EACH               | BRIDGE TERMINAL ASSEMBLY, TYPE 4            | \$850.00     | \$1,700.00   |
| 7 EACH               | BARRIER REFLECTOR, TYPE 3 (BI-DIRECTIONAL)  | \$9.00       | \$63.00      |
| 507 SY               | PAVEMENT PLANING, ASPHALT CONCRETE          | \$15.00      | \$7,605.00   |
| 8 CY                 | ASPHALT CONCRETE BASE, PG64-22              | \$600.00     | \$4,800.00   |
| 11 CY                | AGGREGATE BASE                              | \$200.00     | \$2,200.00   |
| 106 GAL              | TACK COAT                                   | \$2.00       | \$212.00     |
| 77 CY                | ASPHALT CONCRETE SURFACE COURSE, TYPE 1,    | \$250.00     | \$19,250.00  |
| 4,000 EACH           | EROSION CONTROL                             | \$1.00       | \$4,000.00   |
| 0.10 MILE            | EDGE LINE, 4” (642)                         | \$5,500.00   | \$550.00     |
| 0.05 MILE            | CENTER LINE, TYPE 1 (642)                   | \$11,000.00  | \$550.00     |
| LUMP SUM             | STRUCTURE REMOVED, OVER 20 FOOT SPAN, APP   | \$30,000.00  | \$30,000.00  |
| 257 SY               | WEARING COURSE REMOVED                      | \$5.00       | \$1,285.00   |
| LUMP SUM             | COFFERDAMS AND EXCAVATION BRACING           | \$12,000.00  | \$12,000.00  |
| 18,676 LB            | EPOXY COATED REINFORCING STEEL              | \$1.25       | \$23,345.00  |
| 58 CY                | CLASS QC2 CONCRETE, SUPERSTRUCTURE, APP     | \$1,600.00   | \$92,800.00  |
| 57 SY                | SEALING OF CONCRETE SURFACES (EPOXY-        | \$26.00      | \$1,482.00   |
| 3 FT                 | CONCRETE REPAIR BY EPOXY INJECTION          | \$250.00     | \$750.00     |
| 4,410 LB             | STRUCTURAL STEEL MEMBERS, LEVEL UF          | \$4.50       | \$19,845.00  |
| 924 EACH             | WELDED STUD SHEAR CONNECTORS                | \$5.50       | \$5,082.00   |
| 200 FT               | RAILING, MISC.: TYPE 5 GUARDRAIL            | \$10.00      | \$2,000.00   |
| 223 FT               | SPECIAL – STAINLESS STEEL DRIP STRIP        | \$14.00      | \$3,122.00   |
| 18 SF                | PATCHING CONCRETE STRUCTURE, APP            | \$175.00     | \$3,150.00   |
| LUMP SUM             | STRUCTURAL STEEL, MISC.: REPAIR OF EXISTING | \$145,000.00 | \$145,000.00 |
| LUMP SUM             | CONSTRUCTION LAYOUT STAKES AND SURVEYING    | \$3,000.00   | \$3,000.00   |

|          |   |             |                     |
|----------|---|-------------|---------------------|
| LUMP SUM | MAINTAINING TRAFFIC                       | \$4,000.00  | \$4,000.00          |
| LUMP SUM | MOBILIZATION                              | \$15,000.00 | \$15,000.00         |
|          | <b>BEL-CR4-25.56 BRIDGE DECK SUBTOTAL</b> |             | <b>\$420,133.00</b> |

**BEL-CR4-24.395/27.38 ASPHALT RESURFACING**

| APPROXIMATE QUANTITY | ITEM   | UNIT PRICE | TOTAL AMOUNT        |
|----------------------|--|------------|---------------------|
| 100 SY               | PAVEMENT REPAIR, APP                           | \$100.00   | \$10,000.00         |
| 438 SY               | PAVEMENT PLANING, ASPHALT CONCRETE             | \$10.00    | \$4,380.00          |
| 808 CY               | ASPHALT CONCRETE INTERMEDIATE COURSE,          | \$130.00   | \$105,040.00        |
| 2,910 GAL            | TACK COAT                                      | \$2.00     | \$5,820.00          |
| 1,222 CY             | ASPHALT CONCRETE SURFACE COURSE, TYPE 1,       | \$142.00   | \$173,524.00        |
| 4.89 MILE            | EDGE LINE, 4”, (644)                           | \$3,000.00 | \$14,670.00         |
| 2.45 MILE            | CENTER LINE (644)                              | \$6,000.00 | \$14,700.00         |
| 1,000 EACH           | EROSION CONTROL                                | \$1.00     | \$1,000.00          |
| LUMP SUM             | MAINTAINING TRAFFIC                            | \$4,233.00 | \$4,233.00          |
| LUMP SUM             | MOBILIZATION                                   | \$2,000.00 | \$2,000.00          |
|                      | <b>BEL-CR4-24.95/27.38 ASPHALT RESURFACING</b> |            | <b>\$335,367.00</b> |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

Mr. Dutton said this road project was submitted to the Ohio Public Works Commission, 40% of the project will be paid for by the State of Ohio grant funds, the remaining local funds were matched by Belmont County General Fund dollars as decided by the Board of Commissioners. They are providing some revenue to the Engineer when purposes are to match dollars coming in from the State of Ohio or the Federal Government for road improvement projects.

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN BCDJFS AND JEFFERSON COUNTY COMMUNITY ACTION COUNCIL, INC.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job & Family Services and the Jefferson County Community Action Council, Inc., in the amount of \$160,000 for the COVID-19 WDA16 Business Team Program Plan, effective August 1, 2020 through June 30, 2021.

*Note: This contract is to assist local employers with filling their job vacancies and matching job seekers with employers in Belmont, Carroll, Harrison and Jefferson counties.*

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

**Whereas**, this contract, entered into on the **26<sup>th</sup>** day of **August 2020**, by and between the Belmont County Department of Job and Family Services (hereinafter "Purchaser") and the Jefferson Community Action Council, Inc. (hereinafter "Contractor"), is for the purchase of the performance of the following services: Business Resource Network Operation that meet the requirements and standards of the COVID-19 WDA16 Business Team program plan state submission funded with a Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker (NDWG) grant, as well as the Ohio Revised Code and rules and regulations promulgated thereunder, the policies of the Workforce Area 16 Workforce Development Board and the standards and requirements stated in this agreement.

**I. PURPOSE**

The purpose of this contract is to implement the COVID-19 WDA16 Business Team program plan state submission, which includes being the employer of record for the Business Outreach Account Executive.

**II. PARTIES**

The parties to this agreement are as follows:

**Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville, OH 43950  
(740)695-1075

**Contractor:** Jefferson County Community Action Council, Inc  
114 North 4th Street  
P.O. Box 130  
Steubenville, OH 43952 740-282-0971

**III. CONTRACT PERIOD**

This contract and its terms for Program Year 2020 (PY20) will become effective on August 1, 2020. The termination date of this contract is June 30, 2021.

**IV. DEFINITIONS**

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

Allowable Costs

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

BRN

Business Resource Network is a combination of economic, educational and employment partners working together to serve the employer customer.

NDWG

NDWG is a Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker (NDWG) grant.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein. The Business Outreach Account Executive will be employed by the Contractor, and subject to all of the Contractors' workplace rules and policies.

The WDB16 Staff to the Board will be responsible to oversee the performance and work products of the Business Outreach Account Executive, who will send a monthly written report to the Staff to the Board.

Proportional Payment

Proportional payment would occur at the Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform.

Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

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

WDA16

Workforce Development Area 16, which consists of Belmont, Carroll, Harrison and Jefferson counties. BCDJFS is the Fiscal Agent for WDA16.

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

**V. SCOPE OF WORK**

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

**A. Contractor Responsibilities**

1. The Contractor shall employ the necessary staff to operate the program. If the Contractor's staff is assigned to work on other grants, the Contractor shall submit documentation indicating the percentage of time allocated to various programs and only bill for staff hours related to BRN activities.
2. The Contractor's staff must become familiar with Area 16 WIOA policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also be applicable.
3. The Contractor shall meet all service requirements of this contract. The Contractor's failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
4. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.
5. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards as stated herein.

**B. Purchaser Responsibilities**

1. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
2. The Purchaser will pay all costs related to providing the services identified, consistent with the provisions of Article VIII.
3. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

**C. Service Requirements**

COVID-19 WDA16 Business Team program plan state submission is attached to this contract. To implement this plan, the WDB16 Staff to the Board will oversee that the Business Outreach Account Executive will:

1. Organize and convene the WDA16 Business Team at least quarterly.
2. Coordinate and facilitate WDA16 business outreach efforts with state and OhioMeansJobs (OMJ) staff and other partners.
3. Coordinate Virtual Job Fairs with the OMJ, JobsOhio and other vendors/partners.
4. Develop and maintain email and other communications channels with area employers.
5. Advance the WDA16 Local/Regional Plan and Sector Strategy initiatives.
6. Advise on the effective use of WDB16 Outreach budget to reach local businesses.
7. Enhance coordination and volume of referrals to the WDA16 County OMJ Centers for them to provide business services including, but not limited to: Job Fairs, veteran services, On-the-Job Training (OJT) and other work experience, Apprentice Ohio and other apprenticeship opportunities, Incumbent Worker Training (IWT), Labor Market Information (LMI) services and Rapid Response services as needed.
8. Document business outreach efforts and impact/results as per required ODJFS and WDB16 formats.

**D. Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and the delivery of services to the participants.

**E. Performance Reporting**

The Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of that month. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of that month. The Purchaser and Contractor will determine the format of these reports. The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and modification at the Purchaser's discretion.

**F. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off-site and on-site activities including file inspection, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or



monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including but not limited to providing access to files, participants and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI. **AVAILABILITY OF FUNDS**

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) National Dislocated Worker (NDWG) grant (CFDA #17.277). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$160,000.00.

**All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year.**

VII. **ALLOWABLE COSTS**

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

VIII. **BILLING, PAYMENT AND COSTS**

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

Reasons for denial of payment include but are not limited to

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

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

The following cost schedule is based upon performing the services herein described for the Business Outreach Project. Detailed budget is as follows:

| Item  | Budget       | Details  |
|---|--------------|--|
| (1) Business Outreach Account Executive         | \$62,400.00  | 40hrs/week@\$30.00/hr. x12 months  |
| Business Outreach Account Exec. Fringe          | \$18,764.00  | 30.07% of payroll  |
| Mileage   | \$ 4,320.00  | 8,000 miles/yr. @.54/mile  |
| Supplies/cell phone                             | \$ 1,920.00  | \$100/month supplies and \$60/month cell phone                               |
| Equipment                                       | \$ 3,778.00  | \$2,479 station, computer, printer (all-in-one), video/sound. \$1,299 Laptop |
| Phone and Internet                              | \$ 264.60    | \$12.18/phone/mo., \$9.87 internet/mo. (\$22.05 x 12 months)                 |
| Rent  | \$ 999.92    | 232sf@ \$4.31/sf includes utilities  |
| Maintenance                                     | \$ 612.48    | 232sf@ \$2.64/sf   |
| Management /Administration/ payroll management  | \$22,688.00  | \$14.18% Indirect Cost Rate Jefferson Co CAC                                 |
| Virtual Job fair software and technical support | \$41,000.00  | 4 county service, outreach, and business technical support                   |
| Misc. Expenses                                  | \$ 3,253.00  | Chamber memberships and/or other related expenses, PPE                       |
| TOTAL   | \$160,000.00 |  |

IX. **DUPLICATE BILLING**

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

X. **AUDIT RESPONSIBILITY AND REPAYMENT**

The Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio or local audit directly related to the performance of this contract.

Audits may be conducted using a "sampling" method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

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

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

funds, those checks held more than sixty (60) days will be canceled and will not be reissued.

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

**XI. DISPOSITION OF ASSETS**

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

**XII. WARRANTY**

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

**XIII. INSURANCE**

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage and shall carry during its entire performance of this contract and keep in full effect Worker's Compensation Insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times throughout the term of this agreement and at the Contractor's expense, a policy of professional liability or commercial general liability insurance (as applicable) with an insurance company licensed in the State of Ohio.

**XIV. NOTICE**

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

**XV. AVAILABILITY AND RETENTION OF RECORDS**

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

**XVI. CONFIDENTIALITY**

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

**XVII. CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

**XVIII. COMPLIANCE**

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

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

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

**XIX. RELATIONSHIP**

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

**XX. ASSIGNMENTS**

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

**XXI. SUBCONTRACTS**

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any and all subcontractors for any services they may provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII. INTEGRATION, MODIFICATION AND AMENDMENT**

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

**XXIII. TERMINATION**

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

**XXIV. BREACH OF CONTRACT**

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

**XXV. WAIVER**

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

**XXVI. INDEMNIFICATION**

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

The Contractor shall pay all damages, costs and expenses of the Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners and the Workforce Development Area 16 Workforce Development Board.

**XXVII. GOVERNING LAW AND FORUM**

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

**XXVIII. SEVERABILITY**

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

**XXIX. NON-DISCRIMINATION**

The Contractor certifies that it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Title VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, the Contractor will not discriminate against any employee, contract worker or applicants for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. The Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. The Contractor agrees to post in conspicuous spaces, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the Contractor agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract or in reference to any contractors or subcontractors of the Contractor.

**XXX. CHILD SUPPORT ENFORCEMENT**

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

**XXXI. PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXII. DRUG-FREE WORKPLACE**

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

**XXXIII. COPELAND "ANTI-KICKBACK" ACT**

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

**XXXIV. DAVIS-BACON ACT**

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

**XXXV. CONTRACT WORK HOURS AND SAFETY STANDARD ACT**

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

**XXXVI. PUBLIC RECORDS**

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

**XXXVII. CLEAN AIR ACT**

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

**XXXVIII. ENERGY EFFICIENCY**

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

**XXXIX. COPYRIGHTS AND RIGHTS IN DATA**

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133).

**XL PATENT RIGHTS**

The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

**XLI PROCUREMENT**

The Contractor will follow required procurement policies and laws as applicable and as advised by the Purchaser.  
**The Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C. (Pub. L. 95-511, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.**

**XLI PROCUREMENT**

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

**SIGNATURES:**

*Jeffery L. Felton /s/*  
**Jeffery Felton, Director**  
Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
(740)695-1075

*August 7, 2019*  
**Date**

*J. P. Dutton /s/*  
**J. P. Dutton, Belmont County Commissioner**  
*Jerry Echemann /s/*  
**Jerry Echemann, Belmont County Commissioner**  
*Josh Meyer /s/*

*8-26-20*  
**Date**  
*8-26-20*  
**Date**  
*8-26-20*  
**Date**

*Michael K. McGlumphy /s/*  
**Michael K. McGlumphy, CEO**  
Jefferson County Community Action Council, Inc.  
114 N 4<sup>th</sup> Street  
Steubenville OH 43952

*8/26/2020*  
**Date**

*Tammy Sanderson /s/*  
**WIA-16 Workforce Development Board Chair**  
**Approved as to form:**

*8/11/2020*  
**Date**

*Dan P. Fry /s/*  
Belmont County Prosecutor  
Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

Mr. Dutton said this appears to be a one-year grant program, but with the uncertainty of the economy due to the pandemic there is a possibility it could be extended.

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BCDJFS 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 and Family Services and Belmont County Board of Developmental Disabilities for service coordination for children and their families of Belmont County, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$97,000.

*Note: This contract is a one-year grant funded through the Temporary Assistance to Needy Families (TANF) allocation.*

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

**Whereas**, this contract entered into on the 26<sup>th</sup> day of August 2020, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) Belmont County Board of Developmental Disabilities, 68421 Hammond Road, St. Clairsville, OH 43950-8783, (hereinafter referred to as “Contractor”), is for the purchase of the service coordination for children and their families of Belmont County.

**I PURPOSE**

The purpose of this contract is for the purchase of Service Coordination for use by Belmont County Job and Family Services. This Contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OMB Circular A-133 (A-133) or in the federal grants management “common rule”.

**II PARTIES**

The parties to this agreement are as follows:

|                    |  |
|--------------------|--|
| <b>Purchaser:</b>  | The Belmont County Department of Job and Family Services<br>68145 Hammond Road<br>St. Clairsville, OH 43950<br>740-695-1075                              |
| <b>Contractor:</b> | Belmont County Board of Developmental Disabilities<br>Developmental Disabilities<br>68421 Hammond Road<br>St. Clairsville, OH 43950-8783<br>740-694-0407 |

**III CONTRACT PERIOD**

This contract will be effective from July 1, 2020 through June 30, 2021.

**IV SCOPE OF WORK**

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

**A. Contractor Responsibilities**

The contractor will provide Service Coordination to TANF eligible individuals. Service Coordination is not affiliated with any single system, but the results impact family and community outcomes across all systems through a collaborative, coordinated, cross-system approach. The individual family service coordination process is family focused and strength based utilizing a



Wrap-Around service delivery model. Service Coordination provides a vehicle for families with multiple and complex problems to address their needs through a process that creates an intervention/treatment environment that eliminates duplication and provides both traditional services and natural supports.

The Service Coordinator will explain confidentiality, obtain releases of information allowing contacts with the family’s natural supports and professionals. The Service Coordinator will conduct a comprehensive and multi-dimensional summary of strengths and needs of the family and child, obtain and integrate information from schools; any involved treatment (mental health, substance abuse services, etc.) providers; children services and/or juvenile court, if applicable; etc. The Service Coordinator will schedule and facilitate team meetings, serve as the lead care manager, identify tasks and target dates, complete the Family Care Plan outlining team member responsibilities, coordinate implementation of the Care Plan, monitor the delivery of services, amend the Care Plan as necessary, and obtains monthly reports from involved providers and prepares a summary of the progress being made in achieving the goals identified in the Care Plan.

The Service Coordinator will also assure services are available and in place when the child is transitioning to a less restrictive treatment/placement setting (e.g., from a residential treatment setting to group home; from detention center to foster care/ kinship setting; from treatment foster care to home, etc.). The service coordinator will work with the representative from the primary agency to assure placement is available when transitioning to a less restrictive treatment/placement setting.

**B. Purchaser Responsibilities**

1. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall will communicate on a regular basis and will work to resolve any misunderstandings or problems that may arise. The Purchaser agrees to uphold all responsibilities outlined in this contract.
3. The Purchaser will pay all costs related to providing transportation services consistent with the provisions stated in Article VIII.
4. The Purchaser will determine eligibility of all participants prior to receiving any services.
  - a. All participating families shall complete an application and be determined eligible prior to receiving any services. Eligibility shall be determined by Belmont County JFS. The target population for TANF is families living in Belmont County with one or more minor children in the household and a monthly income at or below 200% of the federal poverty level. In addition, services must have a direct relationship with at least on of the federal TANF purposes below:
    1. To provide assistance to needy families so that children may be cared for in their own homes or homes of relatives.
    2. To end dependence of needy parents on governmental benefits by promoting job preparation, work, and marriage.
    3. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies.
    4. To encourage the formation and maintenance of two parent families.

**C. Contractual Performance Standards**

To reach the outcome and purpose stated herein, the performance standards under this contract shall include:

1. Providing all deliverables as specified in Article IV – Scope of Work in a timely manner;
2. The Service Coordination Program is expected to be provided supports to a minimum of twenty (20) families.
3. Youth will remain in their own home and/or described permanent environment in 75% of the families supported.
4. Youth in Service Coordination who have a history with Juvenile Court (within one year) or are currently receiving probation services do not return to court for a new offense during the course of Service Coordination services in 75% of the cases.
5. Youth previously suspended from school will not be subject to suspension or expulsion during the course of Service Coordination services in a minimum of 75% of the cases.
6. 70% of Youth receiving High-Fidelity Wrap-around supports will remain in-home, or in a less restrictive placement than residential placement.
7. 70% of the Youth receiving Service Coordination while in a residential treatment setting will move to a less restrictive setting during the course of this contract.

The Contractor’s failure to meet these Contractual Performance Standards will result in the following:

Submission of a Corrective Action Plan by the Contractor to the Purchaser outlining the reason for not meeting the performance standard(s) and actions to be implemented to achieve the performance standard(s); or

- A. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance standard(s) specified in this contract (reference Article XXIII – Termination and Article XXIV – Breach of Contract).

**D. Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and delivery of services as described in Article IV – Scope of Work.

**E. Performance Reporting**

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of the month. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and/or modification at the Purchaser’s discretion.

**A. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, feedback data and related reports.

The Purchase will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including, but not limited to, providing access to files, any sub-vendors and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and/or repayment

**V AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of TANF Funds (CFDA #93.558)

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$97,000.

All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with fiscal and/or program year.

**VI ALLOWABLE COSTS**

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

**VII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Only Service Coordination provided in-person or via telephone or other electronic means (Skype, Zoom, Team Meetings, etc.) shall be reimbursable.

The Contractor will provide the following in each invoice:

- Contractor’s name as it appears on the Contract and Purchase Order
- A mailing address and, if applicable, a remittance address;
- An invoice number
- Date of Invoice
- Subtotals of units and cost of service provided to each child/family and grand total of all units and costs.
- The name of the child/family receiving Service Coordination and a summary of services provided including method of service delivery (phone, in person)

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

| Activity                    | Unit Cost |
|-----------------------------|-----------|
| 1 hour Service Coordination | \$46.63   |

**VIII DUPLICATE BILLING**

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

**IX AUDIT RESPONSIBILITY AND REPAYMENT**

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

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

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

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

**X DISPOSITION OF ASSETS**

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

**XI WARRANTY**

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

**XII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker’s compensation insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times, throughout the term of this agreement and the Contractor’s expense, a policy of professional liability or commercial general liability insurance, as applicable, with an insurance company licensed in the State of Ohio.

**XIII NOTICE**

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

**XIV AVAILABILITY AND RETENTION OF RECORDS**

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

**XV CONFIDENTIALITY**

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

**XVI CONFLICT OF INTEREST AND DISCLOSURE**

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

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

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

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

**XVII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations,

including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board’s policy in the performance of work under this contract.  
Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor’s employees, if applicable.  
Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

**XIII RELATIONSHIP**

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

**XIX ASSIGNMENTS**

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

**XX SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contraction or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any, and all subcontractors or media companies for any services they provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXI INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.  
By mutual consent and with the approval of the WDB16 and COG, this contract may be modified to expand or reduce the scope of work regarding outreach, as defined herein, or extend the contract for up to three (3) additional years, as permitted by state and federal WIOA laws and regulations.

**XXII TERMINATION**

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

**XXIII BREACH OF CONTRACT**

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

**XXIV WAIVER**

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

**XXV INDEMNIFICATION**

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

**XXVI GOVERNING LAW AND FORUM**

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

**XXVII SEVERABILITY**

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

**XXIII NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.  
During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

**XXIX CHILD SUPPORT ENFORCEMENT**

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

**XXX PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

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

**XXXI DRUG-FREE WORKPLACE**

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

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

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

**XXXIII DAVIS-BACON ACT**

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

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

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

**XXXV PUBLIC RECORDS**

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

**XXXVI CLEAN AIR ACT**

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

**XXXVII ENERGY EFFICIENCY**

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

**XXXVIII COPYRIGHTS AND RIGHTS IN DATA**

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133)

**XXXIX PATENT RIGHTS**

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

**XL PROCUREMENT**

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

**XLI SIGNATURES**

Jeffery L. Felton /s/  
Jeffery L. Felton, Director  
Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
(740)695-1075

8/20/2020  
Date

J. P. Dutton /s/  
J. P. Dutton  
Belmont County Commissioner  
Jerry Echemann /s/  
Jerry Echemann  
Belmont County Commissioner

8/26/20  
Date

Josh Meyer /s/  
Josh Meyer  
Belmont County Commissioner  
Stephen L. Williams /s/  
Stephen L Williams, Superintendent  
BHN Alliance

8-20-20  
Date

Belmont-Harrison –Noble County Boards of Developmental Disabilities  
68421 Hammond Road, St. Clairsville, OH 43950-8783  
740-695-0233

Approved as to form:  
Daniel P. Fry /s/  
for Dave Liberati  
Belmont County Prosecutor

8-26-20  
Date

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF RESCINDING MOTION MADE ON AUGUST 19, 2020, ENTERING INTO A RENEWAL OF A VENDOR AGREEMENT, ON BEHALF OF JOB AND FAMILY SERVICES, WITH SMITH’S SUNOCO AND HILLTOP SUNOCO**

Motion made by Mr. Dutton, seconded by Mr. Echemann to rescind the motion of August 19, 2020, entering into a renewal of a Vendor Agreement, 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:

|                                   |                                       |
|-----------------------------------|---------------------------------------|
| <b><u>VENDOR</u></b>              | <b><u>MAXIMUM BILLABLE AMOUNT</u></b> |
| Smith’s Sunoco and Hilltop Sunoco | \$10,000.00                           |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF ENTERING INTO A RENEWAL OF A VENDOR AGREEMENT, ON BEHALF OF JOB AND FAMILY SERVICES WITH NSB/2 PARTNERS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a renewal of a Vendor Agreement 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:

|                      |                                       |
|----------------------|---------------------------------------|
| <b><u>VENDOR</u></b> | <b><u>MAXIMUM BILLABLE AMOUNT</u></b> |
| NSB/2 Partners, LLC  | \$10,000.00                           |



BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 26<sup>th</sup> day of August 2020 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and NSB/2 Partners, LLC, 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. 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.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. 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.
- I. 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 26<sup>th</sup> day of August 2020.

|  |                                       |
|--|---------------------------------------|
| <u>Jeffery L. Felton /s/</u>                         | Signature: <u>Gurinder Sandhu /s/</u> |
| Jeffery Felton, Director                             | Printed Name: <u>Gurinder Sandhu</u>  |
| BCDJFS   |                                       |
| Date: <u>8/24/2020</u>                               | Date: <u>08-21-20</u>                 |
| Belmont County Department of Job and Family Services |                                       |
| 68145 Hammond Rd.                                    |                                       |
| St. Clairsville, Ohio 43950                          |                                       |
| (740) 695-1075                                       |                                       |
| Signature <u>J. P. Dutton /s/</u>                    | Date <u>8/26/20</u>                   |
| Signature <u>Jerry Echemann /s/</u>                  | Date <u>8-26-20</u>                   |
| Signature <u>Josh Meyer /s/</u>                      | Date <u>8-26-20</u>                   |
| Approved as to form <u>Daniel P. Fry /s/</u>         | Date <u>8-26-20</u>                   |
| Prosecutor   |                                       |

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF AUTHORIZING THE HIRING OF**  
**MEGAN MAFFE AS A FULL-TIME PERMANENT CHILDREN**  
**SERVICES CASE MANAGER FOR THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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

RESOLUTION

**WHEREAS**, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and  
**WHEREAS**, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.  
**NOW THEREFORE, BE IT RESOLVED THAT**, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Megan Maffe, effective August 31, 2020, as a Children Services Case Manager. Ms. Maffe will be employed as a full-time permanent, bargaining unit employee. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.  
Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF AUTHORIZING THE HIRING OF**  
**AMY SLATER AND ASHLEE YODER AS FULL TIME PERMANENT ELIGIBILITY/REFERRAL SPECIALIST II FOR THE**  
**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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

RESOLUTION

WHEREAS, pursuant to the Ohio Revised Code, the Belmont County Board of Commissioners serves as co-appointing authority for the Belmont County Department of Job and Family Services; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services, the authority to hire Ms. Amy Slater and Ms. Ashlee Yoder, effective September 8, 2020, as Eligibility/Referral Specialist II. Ms. Slater and Ms. Yoder will be employed as full-time permanent, bargaining unit employees. Compensation shall be in accordance with the salary schedule as indicated in the current bargaining unit labor contract.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF PROMOTION AND PAY RANGE  
ADJUSTMENT FOR MS. SHELLEY SCHRAMM FOR THE  
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

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

RESOLUTION

WHEREAS, the Ohio Revised Code empowers, the Belmont County Board of Commissioners to establish compensation and set benefit levels for the Belmont County Department of Job and Family Services non-bargaining unit employees; and

WHEREAS, in this capacity, the Board has the authority to establish compensation and benefit levels and authorize any hiring and/or other employment changes.

NOW THEREFORE, BE IT RESOLVED THAT, the Belmont County Board of Commissioners does hereby grant the Director of the Belmont County Department of Job and Family Services the authority to promote Shelley Schramm from the position of Eligibility/Referral Supervisor to Public Assistance Administrator. Ms. Schramm’s wage will be in accordance with the non-bargaining unit pay scale, effective August 31, 2020.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

Mr. Dutton said the current administrator is retiring.

RECESS

9:30 Larry Merry, Executive Director, Belmont County Port Authority

Re: Ohio Enterprise Zone Agreement

Present: Port Authority Director Larry Merry, Port Authority Assistant Executive Director Sherri Butler, C.J. LaRoche, President of LaRoche Tree Service and Wyatt Hoffman, Vice-President of Finance of LaRoche Tree Service.

Mr. Merry explained LaRoche Tree Service is looking at doing an expansion and they are asking for a ten year tax abatement. They do commercial and residential work. Phase I consists of constructing an 8,000 sq. ft. office building and training center, a 20,000 sq. ft. operations center and a 12,000 sq. ft. maintenance building/fabrication shop. Phase II will begin construction in 2023 and will consist of constructing a 20,000 sq. ft. corporate headquarters building. Mr. LaRoche said they are projecting adding an additional 130 jobs over the next three years, they now employ 100 individuals. He noted they are recognized as one of the top 5,000 growing companies in the United States. Their biggest percentage of growth is on their commercial side. Mr. Merry said this will be an \$8 to \$10 million expansion and the project is scheduled to start late winter or early spring. Mr. Dutton said, “ It’s great we can play a small role to make a project like this happen. With economic development, there is a lot of emphasis on recruitment of companies into your area, which is obviously very, very important., but sometimes what gets forgotten is helping the companies that are already in the county.” Mr. Meyer said it is nice to have a family business that started out locally and continues to grow locally. Mr. LaRoche thanked the Village of Bellaire and Pultney Township for working with them.

**IN THE MATTER OF ADOPTING A RESOLUTION APPROVING AN OHIO ENTERPRISE  
ZONE AGREEMENT WITH LAROCHE TREE SERVICE, INC.**

The Board of County Commissioners of Belmont County, Ohio, met in regular session at the Belmont County Courthouse located at 101 W. Main Street, St. Clairsville, Ohio 43950, at 9:30 a.m. on August 26, 2020, with the following members present:

|                   |                     |
|-------------------|---------------------|
| <u>Mr. Dutton</u> | <u>Mr. Echemann</u> |
| <u>Mr. Meyer</u>  |                     |

Commissioner Dutton moved the adoption of the following resolution, and Commissioner Echemann seconded the motion.

**A RESOLUTION APPROVING AN OHIO ENTERPRISE ZONE AGREEMENT  
WITH LAROCHE TREE SERVICE, INC.**

WHEREAS, Ohio Revised Code Section 5709.61 et seq. (the “EZ Act”) provide that the Board of County Commissioners of Belmont County, Ohio (the “County”) may establish “enterprise zones” within their borders and provide property owners with certain incentives for developments constructed within the enterprise zone; and

WHEREAS, the County, by Resolution passed January 30, 1989, and amended by Resolution passed December 23, 1992 and Resolution passed February 4, 2004, has created an “enterprise zone” (the “EZ”) under the authority of the “EZ Act”; and

WHEREAS, effective February 22, 1989, the Director of Development of the State of Ohio determined that the aforementioned EZ contains the characteristics set forth in the EZ Act, and certified said EZ as an Enterprise Zone under the EZ Act, and certified the amendments to the EZ effective January 7, 1993 and March 19, 2004, respectively; and

WHEREAS, LaRoche Tree Service, Inc., (the “Enterprise”) desires to construct a new twenty thousand (20,000) square foot operations building, a twelve thousand (12,000) square foot maintenance/fabrication building, and an eight thousand (8,000) square foot human resources/training building for an estimated investment of \$8,000,000 - \$10,000,000, to expand their business. The expansion (hereinafter referred to as the “Project”), will bring approximately 125 full-time and 10 part-time jobs over three years to Belmont County, 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 County, the Township and the Enterprise have agreed upon the terms of an EZ agreement, substantially in the form attached hereto as Exhibit A and incorporated herein by this reference (the “EZ Agreement”); and

WHEREAS, the Company has submitted an Enterprise Zone Agreement application (the “Application”) to the County, a copy of which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the County and the Township have investigated the Application and have determined that the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and improve the economic climate of the County and the Township; and

WHEREAS, pursuant to a resolution passed on August 19, 2020, the Pultney Township Trustees approved the terms of the EZ

Agreement; and

WHEREAS, this Board desires to approve the EZ Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio, that

Section 1. This Board finds that (i) the Company is qualified by financial responsibility and business experience to create and preserve employment opportunities in the Enterprise Zone and to improve the economic climate of the Township and the County, and (ii) the Company currently has operations in Ohio and, subject to the approval of this Agreement, intends to establish operations in the Enterprise Zone.

Section 2. As required by the EZ Act, this Board hereby approves the EZ Agreement by and among the County, the Township and the Enterprise, substantially in the form attached hereto as Exhibit A, and all three members of this Board are hereby authorized and directed to execute and deliver the EZ Agreement with such changes that are not inconsistent with this Resolution and not substantially adverse to the County, all of which shall be evidenced conclusively by the execution of the EZ Agreement by this Board. This Board acknowledges that the approval of certain terms and provisions in the EZ Agreement will constitute an exception to the County Enterprise Zone Guidelines, as attached to the County Resolution passed January 30, 1989 creating the EZ.

Section 3. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution, and that all deliberations of this Board and of any committees that resulted in those formal actions, were taken in meetings open to the public in compliance with the law.

Section 4. This Resolution shall be in full force and effect immediately upon its adoption.

The foregoing motion having been put to a vote, the result of the roll call was as follows:

|                |     |
|----------------|-----|
| J.P. Dutton    | Yes |
| Jerry Echemann | Yes |
| Josh Meyer     | Yes |

The foregoing is a true and correct copy of a resolution adopted by the Board of County Commissioners of Belmont County, Ohio, on August 26, 2020.

Dated: August 26, 2020

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

**OHIO ENTERPRISE ZONE AGREEMENT  
BETWEEN  
THE BELMONT COUNTY COMMISSIONERS  
AND  
LAROCHE TREE SERVICE, INC.**

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 LaRoche Tree Service, Inc., an Ohio Corporation with its main offices located at 7 Commerce Parkway, Bellaire, Ohio 43906 (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 twenty thousand (20,000) square foot operations building, a twelve thousand (12,000) square foot maintenance/fabrication building, and an eight thousand (8,000) square foot human resources/training building for an estimated investment of \$8,000,000 - \$10,000,000, to expand their business. The expansion (hereinafter referred to as the "Project"), will bring approximately 125 full-time and 10 part-time jobs over three years to Belmont County, 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 Bellaire Local School District and the Belmont Harrison Career Center 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:

- The Enterprise shall construct a new twenty thousand (20,000) square foot operations building, a twelve thousand (12,000) square foot maintenance/fabrication building, and an eight thousand (8,000) square foot human resources/training building.  
The Project will begin in March 2021 and all acquisition, construction and installation will be completed by August 2024.
- The Enterprise shall create the equivalent of one hundred twenty-five (125) new full-time and ten (10) new part-time permanent job opportunities within a period not to exceed 36 months after the date of this agreement. The Enterprise currently has no employees at the project site.  
The one hundred twenty-five (125) new full-time employees and ten (10) part-time employees will bring over \$5,700,000 (five million seven hundred thousand dollars) in payroll to the county.  
The Enterprise's schedule for hiring and itemization by the type of new jobs created:  

|             |              |             |
|-------------|--------------|-------------|
| Year One:   | 32 full-time | 2 part-time |
| Year Two:   | 43 full-time | 4 part-time |
| Year Three: | 50 full-time | 4 part-time |
- 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.
- 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.
- 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 which such taxes are charged or such reports or returns are required to be filed and thereafter.
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 26<sup>th</sup> day of August, 2020 and **LaRoche Tree Service, Inc.**, by Christopher J. LaRoche, its President, has caused this instrument to be executed on this 31 day of August, 2020.

|                                   |   |
|-----------------------------------|---|
| Witness: <u>Larry Merry /s/</u>   | <b>The Belmont County Commissioners</b> |
|                                   | <b>Belmont County, Ohio</b>             |
|                                   | By <u>J. P. Dutton /s/</u>              |
|                                   | J. P. Dutton                            |
| Witness: <u>Larry Merry /s/</u>   | By <u>Jerry Echemann /s/</u>            |
|                                   | Jerry Echemann                          |
| Witness: <u>Larry Merry /s/</u>   | By <u>Josh Meyer /s/</u>                |
|                                   | Josh Meyer                              |
|                                   | <b>LaRoche Tree Service, Inc.</b>       |
| Witness: <u>Sherri Butler /s/</u> | By <u>Christopher J. LaRoche /s/</u>    |
|                                   | 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.



Enterprise Zone Application for

LaRoche Tree Service, Inc.  
Company Name

SB 07202020

OHIO DEPARTMENT OF DEVELOPMENT  
OHIO ENTERPRISE ZONE PROGRAM

PROPOSED AGREEMENT for Enterprise Zone Tax Incentives between the

Township of Pultney  
Local Legislative Authority

located in the County of Belmont and

LaRoche Tree Service, Inc.  
Company Name

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

LaRoche Tree Service, Inc.  
Enterprise Name

Wyatt Hoffman, VP  
Contact Person

740.325.1292  
Telephone Number

7 Commerce Parkway  
Bellaire, OH 43906  
Address

1b. **Project Site:**

Wyatt Hoffman, VP  
Contact Person

740.325.1292  
Telephone Number

57270 CR 44, Winding Hill, Bellaire, OH  
Address

2a. **Nature of business** (manufacturing, distribution, wholesale or other).

Tree trimming and removal services, mulch and mulch preparation, stump grinding  
silt sock production, firewood production, aerial trimming

2b. List primary **6-digit NAICS #** 113310  
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)

N/A

2d. **Form of business of enterprise** ( corporation, partnership, proprietorship, or other).

Corporation

3.

Name of principal owner (s) or officers of the business (attach list if necessary).

Christopher J. LaRoche

4.

Is business seasonal in nature?

Yes

No

X

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

X

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):

109 total - 103 full time, 3 part time , 106 permanent, 3 temporary

5e.

State the enterprise's current employment level for each facility to be affected by the relocation of employment position 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 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 | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
|-----|--------------------------|----|-------------------------------------|

b. Any moneys to the State or a state agency for the administration or enforcement of any environmental laws of the State?

|     |                          |    |                                     |
|-----|--------------------------|----|-------------------------------------|
| Yes | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
|-----|--------------------------|----|-------------------------------------|

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 | <input type="checkbox"/> | No | <input checked="" type="checkbox"/> |
|-----|--------------------------|----|-------------------------------------|

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):

|   |
|---|
| Construction of a new corporate headquarters campus on 26+ acres of land incorporating a new head quarters office building, 20,000 sq. ft. operations buildings for residential and right-of-way crews, a 12,000 sq. ft. maintenance/fabrication building, and a 8,000 sq. ft. HR/Training building. This will also include site development, road/access construction, power, water and sewer access, etc. |
|---|

9. Project will begin  2021 and be completed  2024 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):

Over a 3-year time-frame beginning with the execution of enterprise zone agreement, 125 full-time /permanent and 10 part-time/permanent. No temporary.

10b. State the **time frame of this projected hiring**: 3 years

10c. State **proposed schedule for hiring** (itemize by full and part-time and permanent and temporary employees):

32 Full-Time, 2 Part-Time in year 1; 43 Full-Time, 4 Part-Time in year 2; 50 Full-Time, 4 Part-Time in year 3. We anticipate no temporary employees.

11a. Estimate the amount of **annual payroll such new employees will add**:

over the 3 year time frame \$5,584,799 full time/permanent and \$139,357 part time/permanent. No temporary.  
(new annual payroll must be itemized by full and part-time and permanent and temporary new employees).

11b. Indicate separately the **amount of existing annual payroll relating to any job retention** claim resulting from the project:

Conservatively, \$4,562,901 annually

12. **Market value of the existing facility** as determined for local property taxation.

\$120,180

13. Business's **total current investment in the facility** as of the proposal's submission.

\$358,937

14a. Describe the **capital investment planned** at the project site (site improvements, facility description, square feet to be constructed, type of machinery & equipment to be installed, etc.)

Beginning with a concrete roadway off of CR 44, which will accommodate our heavy trucks and equipment, we will grade the north end of the property to the level of the remaining 13+ acres, add over \$1 million of concrete of various thicknesses, construction an operations building of 20,000 SF, a maintenance building/fabrication shop of 12,000 SF, and an office building of 8,000 SF in Phase One. Phase Two will see the construction of a corporate headquarters building on a separate but connected 13+ acres and will be 20,000 SF. The maintenance facility will include a 20-ton overhead crane, steel reinforced floors to accommodate heavy equipment, and 16' x 16' doors. The operations building will contain a 20' ceiling to allow for training of bucket truck operators, as well as 16' x 16' doors.

14b. Please estimate the **amount to be invested** by the enterprise to establish, expand, renovate or occupy a facility:

|  | Minimum       | Maximum       |
|--|---------------|---------------|
| A. Acquisition of Land & Buildings:    | \$ 348,937    | \$ 348,937    |
| B. Additions/New Construction:         | \$ 8,000,000  | \$ 10,000,000 |
| C. Improvements to existing buildings: | \$ N/A        | \$ N/A        |
| D. Machinery & Equipment:              | \$ 18,134,000 | \$ 20,000,000 |
| E. Furniture & Fixtures:               | \$ 160,000    | \$ 240,000    |
| Total New Project Investment:          | \$ 26,642,937 | \$ 30,588,937 |

15.
- a. Business requests the following tax exemption incentives:

60

% for 

10

 years covering real property improvements.
- b. Business's reasons for requesting tax incentives (be quantitatively specific as possible)

LTS is ready to invest more than \$25,000,000 in new money in Pultney Township, Ohio and the greater Bellaire area, over and above its substantial present investment. Over the first 3 years it will increase its annual employment from 109 full and part-time employees to 234 full and part-time employees (90+ % of which we expect to be Ohio residents). At the end of that period annual payroll will exceed \$10,147,000. In addition, during the construction of our new facilities we will generate 60-70 construction and construction-related jobs and over \$1,000,000 in payments to local suppliers. All this is in addition to all payroll taxes and other payments remitted to the Village of Bellaire, the County of Belmont and local vendors and suppliers.

LTS is dropping huge roots for our headquarters to take permanent root in the greater Bellaire area, but needs some financial incentive in order to be able to afford to do so.

Submission of this application expressly authorizes the 

Township of Pultney

local legislative authority

 and/or 

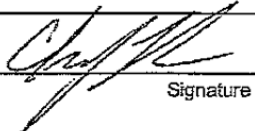
Belmont County

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 2931.13( 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.

LaRoche Tree Service, Inc.

Name of Enterprise



Signature

07/21/2020

Date

Christopher J. LaRoche,

President

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 Department of Development within fifteen (15) days of final approval.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

RECESS

**10:00 Alison Redmond, CORSA Membership Services Manager, Clay Bethel, Bethel Agency, Inc. and Katie Bayness, Belmont County Loss Control Coordinator**

**Re: County Risk Sharing Authority (CORSA) Policy Review**

Ms. Redmond presented the Stewardship Report, it highlights all of the services the county has used in previous years. She noted CORSA’s Total Insured Values have increased statewide from \$8,888,914,464 to \$13,377,288,317 over the last ten years. Belmont County’s Total Insured Values have increased from \$158,780,087 to \$216,789,398 over the last ten years. Belmont County’s Return of Member Equity was \$657,439 over the last ten years. She said drones, Land Banks and Elected Official bond coverage has been added to their coverage enhancements, but the cost has been staying stable.

RECESS

**COVID-19 UPDATE-** Rob Sproul, Deputy Health Commissioner, said there are 702 positive cases, 623 recoveries, 50 active cases, four are hospitalized and 25 deaths. He said, “Numbers have been down. We’re still yellow, which is very, very good.” Mr. Sproul said other entertainment venues are starting to open back up with some restrictions. He noted they have been talking to the National Guard about having some pop-up testing in Belmont County and are working on finalizing the details. Mr. Dutton asked if he has had any discussion with the local hospitals on their concerns about the upcoming flu season. Mr. Sproul said they are nervous, but if people take the same precautions as with COVID it should keep the flu numbers down.

**RECESS**

**Belmont County Budget Hearing for 2021**

Present: Anthony Rocchio, County Auditor, Sheila Turner, Chief Deputy Auditor, Cheryl Zeno, Deputy Auditor, Dan Fry, Prosecutor, Kathy Kelich, County Treasurer, and Jaclynn Smolenak, Assistant Clerk.

Mr. Rocchio reviewed the county budget numbers. He said they are looking at certifying roughly the same amount as last year which was \$22.8 million. Mr. Rocchio said the county is down approximately \$1 million in sales taxes this year, but the county is on track to meet certification.

**RECESS**

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:47 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 12:47 p.m.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Meyer    | Yes |
| Mr. Echemann | Yes |

Mr. Dutton said as a result of executive session there are two motions for the board to consider.

**IN THE MATTER OF ACCEPTING THE RESIGNATION  
OF MATTHEW DUDA, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Matthew Duda, full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective September 8, 2020.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

**IN THE MATTER OF APPROVING TO PLACE MATTHEW DUDA,  
FULL-TIME ASSISTANT DOG WARDEN ON PAID ADMINISTRATIVE LEAVE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to place Matthew Duda, full-time Assistant Dog Warden at Belmont County Animal Shelter, on paid administrative leave effective immediately through September 8, 2020.

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 August 19, 2020.

Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

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



**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 1:03 P.M.**  
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:03 p.m.  
Upon roll call the vote was as follows:

|              |     |
|--------------|-----|
| Mr. Dutton   | Yes |
| Mr. Echemann | Yes |
| Mr. Meyer    | Yes |

Read, approved and signed this 2nd day of September, 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