

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

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 \$1,246,725.14

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0063-A002-B25.002 Salaries-Employees	\$4,300.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A25.000 Housing of Inmates	\$6,948.00

N22 WWS CAPITAL IMPROVEMENT/BCSSD

FROM	TO	AMOUNT
E-9022-N022-N15.000 System Upgrades	E-9022-N022-N04.055 Projects	\$87,000.00

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:

P53 SSD FUNDS AND 003 USDA-SSD BOND PAYMENT FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9200-O003-O08.574 Transfers In	\$38,100.00

P53 SSD FUNDS AND 004 USDA-SSD BOND PAYMENT RESERVE FUND/BCSSD

FROM	TO	AMOUNT
E-3705-P053-P16.074 Transfers Out	R-9201-O004-O06.574 Transfers In	\$5,829.02

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/MRDD

E-2310-S049-S67.055	Building	\$125,000.00
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****OCTOBER 28, 2020****

N22 WWS CAPITAL IMPROVEMENT/BCSSD

E-9022-N022-N04.055	Contract Projects	\$303,971.22
E-9022-N022-N15.000	System Capacity Upgrades	\$87,000.00

P78 CORONAVIRUS RELIEF FUND-COMMRS

E-1778-P078-P05.000	Co. Expenses for COVID 19	\$2,414,611.07
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W80 PROSECUTORS/VICTIMS ASSISTANCES

E-1511-W080-P01.002	Salary	\$10,624.61
E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P06.004	Workers Comp	\$350.79
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$261.35

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 October 28, 2020 meeting:

ACCT #	TOWNSHIP	Appropriation Amount
UND AUTO TAX APPROPRIATIONS		
E-9801-Y001-Y01.000	UND AUTO TAX	214,408.24
E-9801-Y001-Y03.000	TOWNSHIP-PERMISSIVE TAX	73,774.50
E-9801-Y001-Y05.000	PEASE TOWNSHIP	3,724.00
E-9801-Y001-Y06.000	GOSHEN TOWNSHIP	1,348.00
E-9801-Y001-Y07.000	WARREN TOWNSHIP	1,548.25
E-9801-Y001-Y08.000	PULTNEY TOWNSHIP	3,548.00
E-9801-Y001-Y09.000	FLUSHING TOWNSHIP	736.00
E-9801-Y001-Y10.000	COLERAIN TOWNSHIP	1,444.50
E-9801-Y001-Y11.000	KIRKWOOD TOWNSHIP	162.00
E-9801-Y001-Y12.000	MEAD TOWNSHIP	739.50
E-9801-Y001-Y13.000	RICHLAND TOWNSHIP	2,886.00
E-9801-Y001-Y14.000	SMITH TOWNSHIP	546.00
E-9801-Y001-Y15.000	SOMERSET TOWNSHIP	498.00
E-9801-Y001-Y16.000	UNION TOWNSHIP	706.50
E-9801-Y001-Y17.000	WASHINGTON TOWNSHIP	316.50
E-9801-Y001-Y18.000	WAYNE TOWNSHIP	183.00
E-9801-Y001-Y19.000	WHEELING TOWNSHIP	627.00
E-9801-Y001-Y20.000	YORK TOWNSHIP	306.00
	Total Auto Tax	307,501.99
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 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 October 21, 2020.

October 28, 2020

Upon roll call the vote was as follows:

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

IN THE MATTER OF REGULAR MEETING CHANGES

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following changes to the board's regular meeting schedule for the month of November and to notify the media, elected officials and department heads of the same:

- TUESDAY, November 10, 2020 at 9:00 a.m. instead of Wednesday, November 11, 2020, due to the Veterans' Day holiday.
- TUESDAY, November 24, 2020 at 9:00 a.m. instead of Wednesday, November 25, 2020, due to the Thanksgiving holiday.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A WATER USAGE AGREEMENT WITH THE VILLAGE OF BRIDGEPORT

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a water usage agreement by and between the Belmont County Water District, by and through the Board of County Commissioners and the Village of Bridgeport for the provision of water from the Village to the District at a rate of \$3.58 per thousand gallons.

Note: This agreement shall terminate December 31, 2021, unless the District submits a written request for an extension to Village prior to October 1, 2021.

WATER AGREEMENT

This Water Agreement entered into this 28th day of October, 2020 by and between the Belmont County Water District, by and through the Board of County Commissioners of Belmont County, Ohio, a political subdivision ("District"), and the Village of Bridgeport, a municipal corporation ("Village").

WHEREAS, District wishes to purchase potable water from Village and Village wishes to sell said water to County.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth herein, District and Village agree as follows:

1. Village shall provide water to District and District shall pay for the water used by it in accordance with the following schedule:
 - a. The rate per thousand gallons of water shall be set at \$3.58.
 - b. Statements for the amount of water used shall be invoiced to the District monthly, and paid by District within thirty (30) days thereafter.
2. This agreement replaces and supersedes all previous agreements between the two parties for the purchase of water. This Agreement shall terminate on December 31, 2021 unless the District submits a written request for an extension to Village prior to October 1, 2021.

This Agreement is executed by the Mayor of the Village of Bridgeport, Ohio, pursuant to Ordinance No. 2020-52 duly adopted at a regular meeting of the Bridgeport Village Council held on the 20th day of October, 2020 and is likewise executed by the Commissioners of Belmont County, Ohio, for the Belmont County Water District, pursuant to a Resolution duly adopted at a regular meeting held on the 28th day of October, 2020.

Village of Bridgeport, Ohio

By: Norma Teasdale /s/

Its: Mayor

Belmont County Water District

By: Jerry Echemann /s/

Jerry Echemann
Belmont County Commissioner

APPROVED AS TO FORM:

Michael J. Shaheen /s/

Michael J. Shaheen

Village Solicitor for the Village of Bridgeport

By: Josh Meyer /s/

Josh Meyer
Belmont County Commissioner

By: J. P. Dutton /s/

J.P. Dutton
Belmont County Commissioner

APPROVED AS TO FORM:

David K. Liberati /s/

David K. Liberati
Assistant Prosecuting Attorney
For Belmont County, Ohio

Upon roll call the vote was as follows:

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

Mr. Dutton said the rate is the same as it has been. The county has been in an agreement with the Village of Bridgeport for a number of years and will have further discussions regarding this agreement.

IN THE MATTER OF APPROVING A PROPOSAL FROM PROFESSIONAL SERVICE INDUSTRIES, INC./DIVISIONAL COURTS BUILDING

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign a proposal from Professional Service Industries, Inc., for Geotechnical Services at the rate of \$150.00 per hour and \$0.75 per mile on the asphalt area at the Divisional Courts building.

Upon roll call the vote was as follows:

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

Mr. Dutton said this is for some investigative work on the parking/driveway area.

IN THE MATTER OF ENTERING INTO A PROFESSIONAL CONSULTING SERVICES AGREEMENT WITH MAXIMUS, INC. FOR YEAR-END FINANCIAL DATA FOR 2020, 2021, & 2022

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into a 36-month Professional Consulting Services Agreement with Maximus, Inc., for the development of the annual central services cost allocation plan, based upon Belmont County's year-end financial data for 2020, 2021 and 2022, at a cost of \$10,000.00 per year.

Note: The Commissioners are permitted to seek reimbursement for those costs identified in the cost allocation plan as associated with administering Federal programs.

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT ("Agreement") is entered into by and between Maximus US Services, Inc. ("Consultant") and Belmont County, Ohio ("Client"), individually a "party" and collectively the "parties." In consideration of mutual promises and covenants, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Scope of Services. Consultant shall perform the services detailed in Exhibit A, attached and incorporated by reference as if fully set forth herein (the "Services"), in a professional and workmanlike manner consistent with the typical standards of the industry.
2. Term. This Agreement shall commence on January 1, 2021 ("Effective Date") and shall remain in effect until June 30, 2024, or until completion of, and payment in full for, the Services specified in Exhibit A, whichever occurs last. The parties may mutually agree to extend this Agreement for two additional one year periods, pursuant to an amendment duly signed by both parties.
3. Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, attached and incorporated by reference as if fully set forth herein.
4. Termination.
 - a. Termination for Cause. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have a minimum of 30 days from the date of receipt to cure any such default prior to the effective date of termination.
 - b. Termination for Convenience. Either party may terminate this Agreement without cause upon 60 days' prior written notice to the other.
 - c. Rights Upon Termination. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all Services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
5. Data Accuracy. Consultant shall provide guidance to the Client in determining the data required. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. The Client further acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
6. Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days' prior written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted access.
7. Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables under this Agreement are specifically set out in Exhibit A.
8. Insurance. Consultant shall maintain customary general liability insurance in the amounts of \$1,000,000 per occurrence / \$2,000,000 annual aggregate, workers' compensation insurance including employer's liability in the amount of \$1,000,000, automobile liability insurance in the amount of \$1,000,000, and professional liability insurance in the amount of \$1,000,000.
9. Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed \$30,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

To the extent allowed by law, any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the Services specified in this Agreement.
10. Consultant Liability if Audited. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to Client through the audit and to make changes to the work product required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
11. Notices. Any notice of default, in accordance with section 4(a) of this Agreement, shall be delivered by certified mail or overnight courier. Any other notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties via email or in the United States mail, postage paid, to the address noted below:

Agency: Belmont County, Ohio
Address: 101 W. Main Street, Courthouse, St. Clairsville, OH 43950
Phone: 740-699-2155
Email: JSmolenak@belmontcountyohio.org

Maximus US Services, Inc.
808 Moorefield Park Drive, Suite 205
Richmond, VA 23236
804-323-3535
fsc-operations@maximus.com

Such notice shall be deemed delivered same day if sent via email or 5 days after deposit in the U.S. mailbox.
12. Changes. The terms and conditions of this Agreement, including all attached and incorporated Exhibits, may be changed only by written agreement signed by both parties.
13. Miscellaneous.
 - a. If Consultant is requested by Client to produce Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews with respect to this Agreement or any services provided hereunder for any third party matter, litigation or otherwise, then Client and Consultant shall execute a change order or new services agreement for the sole purpose of setting forth any payment and the terms associated with Consultant's response and related to the reasonable fees of Consultant in responding. The foregoing does not: (1) diminish or negate Consultant's obligation to negotiate and defend all cost allocation plans and State mandated cost claims as specifically provided for under this Agreement; or (2) apply in the event Consultant is compelled by subpoena from a third party to provide Consultant deliverables, documents, records, working papers, or personnel for testimony or interviews.
 - b. Consultant specifically disclaims all warranties, express or implied, including, but not limited to, the warranties of merchantability and fitness for a particular purpose.
 - c. Consultant reserves the right to subcontract the Services. Consultant agrees to notify Client in writing of any such subcontracts.
 - d. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
 - e. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and its employees are not to be considered agents or employees of Client for any purpose.
 - f. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.

- g. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- h. This Agreement and any additional or supplementary document or documents incorporated by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto. This shall include any purchase order submitted or provided by Client, whether prior to or upon execution of this Agreement, which shall be for Client's internal purposes only. Consultant rejects, and in the future is deemed to have rejected, any purchase order's terms to the extent they add to or conflict in any way with this Agreement or the applicable Scope of Services, and such additional or conflicting terms will have no effect.
- i. Neither party shall be liable by reason of any failure or delay in the performance of its obligations on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- j. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- k. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF, Client and the Consultant have executed this Agreement as of the date last written below.

Belmont County, Ohio

By: J. P. Dutton /s/ Jerry Echemann /s/ Josh Meyer /s/
 Name: J. P. Dutton Jerry Echemann Josh Meyer
 Title: Belmont County Commissioners
 Date: 10-28-2020

Maximus US Services, Inc.

By: Jaida Williams /s/
 Name: Jaida Williams
 Title: Paralegal
 Date: 10/30/2020

Upon roll call the vote was as follows:

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

Mr. Dutton said several counties use Maximus for their cost allocation plan which is a complicated process.

IN THE MATTER OF ACCEPTING THE RETIREMENT OF JAMES DELMAN, DEPUTY DIRECTOR/911

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the retirement of James Delman, Deputy Director of Belmont County 911, effective October 31, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REHIRING JAMES DELMAN AS DEPUTY DIRECTOR OF BELMONT COUNTY 911

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the rehire of James Delman as the Deputy Director of Belmont County 911, effective November 8, 2020, at an annual salary of \$43,349.28.

Upon roll call the vote was as follows:

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

Mr. Dutton said this is the same salary Mr. Delman is currently working under. A hearing was held last week and the 911 Director recommended Mr. Delman be rehired for this specialized position.

IN THE MATTER OF HIRING ROBERT RICHARDSON AS FULL-TIME NUTRITION DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Robert Richardson, full-time Nutrition Driver at Senior Services of Belmont County, effective November 2, 2020.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING ROBERT ADAMS AS PART-TIME NUTRITION DRIVER/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Robert Adams, part-time Nutrition Driver at Senior Services of Belmont County, effective November 9, 2020.

Upon roll call the vote was as follows:

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

Mr. Dutton said these are both replacement positions.

IN THE MATTER OF THE VACATION OF AN UNNAMED ALLEY SMITH TWP. SEC. 2, T-6, R-4/RD IMP 1177

Office of County Commissioners

Belmont County, Ohio

The Board of County Commissioners of Belmont County, Ohio, met in Regular session on the 28th day of October, 2020, at the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Echemann
Mr. Meyer

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5553.10 O.R.C.

Mr. Dutton moved the adoption of the following Resolution:

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

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of October 14, 2020, and a copy of this resolution be forwarded to the Smith Township Trustees.

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

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

Adopted the 28th day of October, 2020.

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

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

**IN THE MATTER OF THE VACATION OF
WATER TOWER ROAD a (TWP-202A)
GOSHEN TWP. SEC. 11, T-7, R-5/RD IMP 1178**

Office of County Commissioners

Belmont County, Ohio

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

RESOLUTION – ORDER TO CLOSE ROAD

Sec. 5553.10 O.R.C.

Mr. Dutton moved the adoption of the following Resolution:

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

RESOLVED, That it is hereby ordered that the proceedings be recorded as provided by law, and that said road be vacated, as ordered heretofore, made on journal of the date of October 14, 2020, and a copy of this resolution be forwarded to the Goshen Township Trustees.

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

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

Adopted the 28th day of October, 2020.

Bonnie Zuzak /s/
Clerk, Board of County Commissioners
Belmont County, Ohio

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

October 28, 2020

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 4 FROM
COLAIANNI CONSTRUCTION, INC/DIVISIONAL COURTS BUILDING RENOVATION**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 4 from Colaianni Construction, Inc., for the Belmont County Divisional Courts Building Renovation Project in the amount of \$36,951.00, for a new contract total of \$6,386,518.00.

AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Belmont County Divisional Courts Building Renovation 52180 National Road St. Clairsville, Ohio 43950	CONTRACT INFORMATION: Contract For: General Trades Date: March 4, 2020	CHANGE ORDER INFORMATION: Change Order Number: 004 Date: October 28, 2020
OWNER: <i>(Name and address)</i> Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, Ohio 43950	ARCHITECT: <i>(Name and address)</i> McKinley & Associates The Maxwell Center 32 Twentieth Street, Suite 210 Wheeling, West Virginia 26003	CONTRACTOR: <i>(Name and address)</i> Colaiani Construction, Inc. 2141 State Route 150 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. Provide a floor access panel in the raised floor of the Jury Box in Courtroom 128, as set forth in Exhibit A. Net change \$729.00
2. Provide Johns Manville Microlite FSK insulation on the PVC Hot Water Heater Flue Piping, as set forth in Exhibit B. Net change \$797.00
3. Provide additional woodwork and remove low walls in Courtrooms 128 and 136, as set forth in Exhibit C. Net change \$27,522.00
4. Replace lamps in (8) existing site parking lot heads with LED ballast bypass lamps, as set forth in Exhibit D. Net change \$3,222.00
5. Pull new power feeder cables to existing front parking lot site poles, as set forth in Exhibit E. Net change \$2,712.00
6. Eliminate concrete foundation sfor (9) handicap parking signs, as set forth in Exhibit F. Net change (\$1,070.00)
7. Remove and reinstall a masonry knee wall in Holding Cell 130A, as set forth in Exhibit G. Net change \$696.00
8. Install new GWP Type 18 to the south wall of Room 126, as set forth in Exhibit H. Net change \$2,343.00

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.

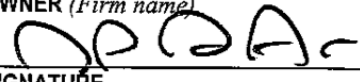
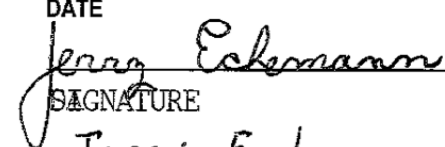
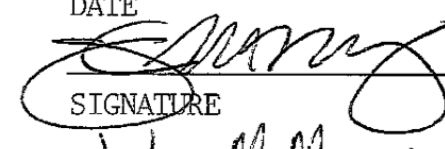
The original Contract Sum was	\$ 6,284,500.00
The net change by previously authorized Change Orders	\$ 65,067.00
The Contract Sum prior to this Change Order was	\$ 6,349,567.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 36,951.00
The new Contract Sum including this Change Order will be	\$ 6,386,518.00

The Contract Time will be unchanged by zero (0) 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.

*10-28-20 Emanuel
to Christina McKinley
& Cassie Christensen
Gohin*

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

McKinley & Associates	Colaiani Construction, Inc.	Board of Commissioners of Belmont County, Ohio
_____ ARCHITECT (Firm name)	_____ CONTRACTOR (Firm name)	_____ OWNER (Firm name)
_____ SIGNATURE	_____ SIGNATURE	 _____ SIGNATURE
_____ PRINTED NAME AND TITLE	_____ PRINTED NAME AND TITLE	J.P. Dutton _____ PRINTED NAME AND TITLE
_____ DATE	_____ DATE	10/28/20 _____ DATE
		 _____ SIGNATURE
		Jerry Echemann _____ PRINTED NAME AND TITLE
		10.28.20 _____ DATE
		 _____ SIGNATURE
		Joshua M Meyer _____ PRINTED NAME AND TITLE
		10/28/2020 _____ DATE

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User Notes: (3B9ADA49)

Upon roll call the vote was as follows:

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

The above motion was revised on November 4, 2020.

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired about the voting process so far. Mr. Dutton said, "I think there are definitely more individuals that have voted at this point than in recent times. The Board of Elections is doing an amazing job with this increased demand. It was already a very busy time anyway. They met all those challenges. They're meeting all the challenges of increased demand on early voting, and I suspect they'll meet every challenge between now and Election day. They're doing a phenomenal job."

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:35 A.M

October 28, 2020

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 and the complaint of public employees and ORC 121.22(G)(4) Collective Bargaining.

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 10:04 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:04 a.m.

Upon roll call the vote was as follows:

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

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF PATRICIA DOTY FULL-TIME CENTER DIRECTOR/SSOBC

Motion made by Mr. Dutton seconded by Mr. Echemann to accept the resignation of Patricia Doty, full-time Center Director at Senior Services of Belmont County, effective October 30, 2020.

Upon roll call the vote was as follows:

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

RECESS

Rob Sproul, Deputy Health Commissioner

Re: COVID-19 Update

Rob Sproul, Deputy Health Commissioner, said there have been 889 positive cases, 730 recoveries, 126 are in isolation, eight are hospitalized and 25 deaths. He said Belmont County is one of six counties that has not had a high incidence of spread so far. Mr. Sproul said pandemics comes in waves and we are also now in the flu season. There is also less outdoor activity. Mr. Dutton asked if the increased numbers will impact how businesses operate or changes in additional requirements passed down from the state. Mr. Sproul said the Governor hinted there could be some changes, but he is hoping that doesn't happen. He said the schools are still operating in the same manner. His department works with each school district on a case by case basis. Mr. Sproul noted the Election Board has a drop box so someone can still vote if quarantined. Mr. Meyer said we have been dealing with this since March and people have been trying to comply with masks, social distancing, businesses shutting down, etc. and people are getting frustrated. What is the state's answer to the numbers trending up, will a vaccine be the end game? Mr. Sproul said it hasn't reached a final level of testing for a vaccine, there could be boosters that will be needed too. He said the mask wearing has gone down, people are grouping together more.

Dwayne Pielech, Senior Services of Belmont County

Re: Senior Center reopening's

Mr. Pielech said he has been working with the Health Department on the county's plan for reopening the senior centers. This plan is following the Governor's guidelines. He said they have checked with twenty-five other counties and only two are considering reopening their centers. Mr. Pielech and the Center Coordinator Leslie Thompson met with a few seniors and directors at each of the ten centers. After they heard all of the requirements most seniors were in favor of keeping the centers closed. He said, "We're not just required to test our staff that would be in whatever center reopens every two weeks, we have to test the entire department. In the Governor's guidelines, if we were to reopen a center and somebody would then come to the center and then test positive, we have to demonstrate to the state that that person didn't get the virus at our center. It's a very serious matter. Mr. Pielech and his staff are looking for other services that could be provided for the members of the centers, such as book clubs or trips to the mall. Mr. Dutton said a lot of work has been put in to this, the requirements by the state are quite extensive. He said it would be very easy to just do the core functions, but the SSOBC staff is working as hard as they can and looking at other ways to provide services to the seniors.

RECESS

Budget Hearings-Present: Assistant Clerks Jaclynn Smolenak and Lisa Vannoy

2021 budget requests were reviewed with each department. Mr. Dutton advised all departments that there is a lot of uncertainty with the 2021 budget due to COVID-19. He said Belmont County has continually been in the top five hardest hit counties with sales tax loss. Mr. Dutton said this is most likely due to the Ohio Valley Mall, Interstate 70 and the decrease in oil and gas activity in the county. The board is meeting with Auditor Rocchio on a weekly basis or more. There is no projected budget number yet for next year. Mr. Dutton noted there has been some reimbursement to departments from CARES Act funds which has been somewhat helpful, but the rules keep getting altered at the federal level to what the funds can be used for. That will be a big determining factor to what happens between now and the end of the year. Mr. Dutton said their goal is to go into 2021 without any major cuts or reduction in services.

PROSECUTORS-Present: Prosecutor Dan Fry and Assistant Prosecutor Kevin Flanagan

Mr. Fry said Connie Vorhies retired this year, he paid her pay-out from his budget. She has not been replaced yet so they are down one staff member, but plan on adding an administrative assistant. They are asking for \$598,000 in salaries for next year. Dave Liberati, Assistant Prosecutor, will be working full-time starting January 1, 2021. They will be adding an appellate division, Mr. Fry will be doing this work remotely. Mr. Flanagan is working with Jeff Felton, BCDJFS Director, on getting other funds that are available through the Title IV-D and Title IV-E Contracts with Job and Family Services. Mr. Fry said they receive \$6,000 for supplies which is not enough. He is paying for supplies with FOJ funds. Mr. Fry noted they have had more trials in the last three years than the previous ten years.

PUBLIC DEFENDER-Present: Frank Pierce and Lisa West

Mr. Pierce said they submitted a budget with a 5% increase across the board. He said the state reimbursement was supposed to go up to 90%, but it will be left at 70% for the foreseeable future. They may need extra money for an employee who may sign up for insurance benefits. Mr. Pierce said they have handled 2,655 since January. Ms. West said some travel money was added for next year for a death penalty seminar that Mr. Pierce and another attorney needs to attend. They have been handling some prison cases by video. They do not see any staffing changes in 2021.

RECORDS DEPARTMENT-Present: Laura Ellis, Records Management Coordinator

Mr. Dutton said they are still working on a new records' building project for next year. They are just waiting on construction numbers. Ms. Ellis informed the board the boiler system in her building was not working. H. E. Neuman has looked at it earlier in the month and they are waiting for parts to come in to get it repaired. Mr. Dutton told her to be prepared to work remotely if it is not fixed soon. Ms. Ellis said her biggest purchases are for boxes. She is also trying to get her shredder repaired. Ms. Ellis contacted SMARSH to discuss their program that captures text messages and archives them. The cost is \$2,280 per year for ten phones, the set up fee is \$1,900.00.

TREASURER: Present: Kathy Kelich

Ms. Kelich said she had one layoff in her department due to the budget and she needs to keep her current staffing. She said Wesbanco will no longer be taking tax payments so an insert will need to be put in the tax bill when sent out. The tax collection in February can not be moved. Permission would be needed from the state and the schools can't afford it. The schools would not get their money soon enough if moved. If there is a shut down due to COVID she would need to figure out other ways to get the collections. She said her department will be fine until the end of the year with their remaining budget.

RECESS

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 1:23 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:23 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 4th day of November, 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