

St. Clairsville, Ohio

January 6, 2021

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 \$687,661.57

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 January 6, 2021, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:
ENGINEERS-Daniel Boltz to New Philadelphia, Columbus and other locations in Ohio to attend CEO meetings, labor relations meetings, personnel association meetings, ODOT meetings and Job Service Employers Committee meetings, Professional Land Surveyors of Ohio meetings, GIS meetings and seminars and Highway Bridge and Safety Seminars. Terry Lively to various locations in Ohio to attend Professional Land Surveyors of Ohio meetings. Daniel Boltz to Marietta, OH and other locations throughout southeastern Ohio, to attend District 18 Integrating Committee monthly meetings. Daniel Boltz to Columbus and other locations in Ohio to attend meetings with ODOT and other state, county and local agencies concerning various state and county highway related matters. Terry Lively, Daniel Boltz and Anthony Atkins to attend various meetings at various locations in Ohio, Northern West Virginia and West Pennsylvania concerning Oil & Gas activities. Terry Lively, Daniel Boltz and Anthony Atkins to attend Belomar and OMEGA meetings. Terry Lively, Daniel Boltz, Anthony Atkins, Michael Lloyd to attend meetings of the Southeastern Ohio Association of County Engineers and County Commissioners. Terry Lively to attend various meetings in Columbus and other locations in Ohio for the purpose of meeting with the ODOT, ODNR and other state, county and local agencies concerning various state and county highway related matters. Dustin Roe, Dwayne Leach, Keith Luyster, Edward Bond, Matthew Schultz and Randall Britton or any other employee so designated to travel to various places in Ohio, northern West Virginia and western Pennsylvania for the purpose of obtaining parts and supplies for use in conjunction with the operation of this department. Terry Lively to attend Board of Directors, Committee, Legislative, and other CEO related meetings across the State of Ohio. Terry Lively to attend monthly meetings in Marietta and other locations in Ohio for the District 18 Integrating Committee. Anthony Atkins, Michael Lloyd and members of staff to travel to New Philadelphia, Columbus and other locations in Ohio to attend GIS meetings and seminars, CEO Computer Committee meetings, ODOT meetings and seminars, Employee Relations Committee and Survey Functions Committee meeting, Professional Land Surveyors of Ohio meetings and Highway, Bridge and Safety Seminars. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

IN THE MATTER OF NOTICE OF
BOARD'S REORGANIZATION MEETING

Motion made by Mr. Dutton, seconded by Mr. Echemann to hold the Board's annual **Reorganization Meeting** on Monday, January 11, 2021, at **8:45 a.m.** pursuant to Ohio Revised Code Section 305.05 and to notify the media of the same.

Note: The Board will also hold their regular meeting on Wednesday, January 13 at 9:00 a.m.

Upon roll call the vote was as follows:

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

IN THE MATTER OF REAPPOINTING APIARY INSPECTOR FY 2021

Motion made by Mr. Dutton, seconded by Mr. Echemann to reappoint Mr. Michael DeVaughn as the Belmont County Apiary Inspector for the year 2021 to be compensated a flat fee of two thousand dollars (\$2,000.00) per year.

Upon roll call the vote was as follows:

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

IN THE MATTER OF AUTHORIZING
FORCE ACCOUNTS

Mr. Dutton moved the adoption of the following:

RESOLUTION

WHEREAS, it be determined by the Belmont County Board of Commissioners that the health, welfare and safety of the people of Belmont County can best and most efficiently be served by force account in matters pertaining to maintenance, repair, construction and reconstruction of Belmont County roads, bridges and culverts; and

WHEREAS, for all proposed force account work involving the construction or reconstruction of a road, including widening and resurfacing, or for the construction, reconstruction, improvement, maintenance or repair of a bridge or culvert, the Engineer shall prepare an estimate to assure that the cost of force account projects will not exceed said limits in accordance with Ohio Revised Code Section 5543.19; and

WHEREAS, if it is determined by the Engineer’s estimate that the proposed force account work does not exceed the force account limits as prescribed by law.

NOW, THEREFORE, BE IT RESOLVED:

That Terry D. Lively, Engineer of Belmont County, is hereby authorized to proceed by force account in the maintenance, repair and reconstruction of roads, bridges and culverts and to use existing county employee forces, as determined by the Belmont County Engineer, during the year of 2021.

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

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

IN THE MATTER OF ADOPTING THE FINAL RESOLUTION FOR THE ODOT PROJECT BEL-CR 214-6.58 PID 108723 DRILLED SHAFT LANDSLIDE REPAIR PROJECT

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-CR 214-6.58 PID 108723, Drilled Shaft Landslide Repair Project; Estimated LPA share is \$41,800.00 to be paid from the Engineer’s MVGT fund.

Note: This project consists of a landslide repair by drilled shaft and plug pile retaining wall along Bellaire High Ridge Road (CR 214) located at Mile Post 6.58, including pavement repair and pavement markings, lying within Belmont County. This project is 80% federally funded, 20% funded by county.

FINAL RESOLUTION

The following Final Resolution enacted by the Board of County Commissioners, County of **Belmont**, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency or "LPA", in the matter of the stated described project.

WHEREAS, on **9th day of January, 2019**, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

The project consists of a landslide repair by drilled shaft and plug pile retaining wall along Bellaire High Ridge Road (C.R. 214) located at Mile Post 6.58, including pavement repair and pavement markings, lying within Belmont County; and

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.

The share of the cost of the LPA is now estimated in the amount of **Forty-One Thousand Eight Hundred and 00/100 Dollars, (\$41,800.00)**, but said estimated amount is to be adjusted in order that the LPA's ultimate share of said improvement shall correspond with said percentages of actual costs when said actual costs are determined; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of the same to this legislative authority; and

WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be it resolved:

- I.** That the estimated sum, of **Forty-One Thousand Eight Hundred and 00/100 Dollars, (\$41,800.00)** is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director of Transportation to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from **Federal** funds.
- II.** That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.
- III.** That the LPA enter into a contract with the State, and that the **County Engineer** be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the described project.
- IV.** That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

This is to certify that we have compared the foregoing copy of Resolution with the original record thereof, found in the record of the proceedings of the LPA, and which Resolution was duly passed by the LPA on the 6th day of January, 2021, and that the same is a true and correct copy of the record of said Resolution and the action of said LPA thereon.

We further certify that said Resolution and the action of said LPA thereon is recorded in the journal of said LPA in Volume 104, at Page N/A, and under date of January 6, 2021.

Legislative Authority of the Board of County Commissioners County of
Belmont, Ohio
Terry Lively /s/
County Engineer
Bonnie Zuzak /s/
Clerk (Secretary Ex-Officio)

C O N T R A C T

(Chapter 5521, Ohio Revised Code)

This contract is made by and between the State of Ohio, Department of Transportation, acting through its director (hereinafter referred to as the "STATE"), 1980 West Broad Street, Columbus, Ohio 43223, and the Board of County Commissioners, County of **Belmont**, (hereinafter referred to as the legislative authority/Local Public Agency or "LPA").

WITNESSTH:

WHEREAS, Chapter 5521 of the Ohio Revised Code provides that the legislative authority may cooperate with the STATE in a highway project made by and under the supervision of the Director of Transportation; and

WHEREAS, through the enactment of preliminary legislation, the LPA and the STATE have agreed to cooperate in the highway project described below; and

WHEREAS, through the enactment of final legislation, the LPA has committed to pay an estimated amount of money as its share of the total estimated cost and expense of the highway project described below; and

WHEREAS, the fiscal officer of the LPA has filed with the LPA a certificate stating that sufficient moneys are available, as required by Chapter 5521 and Section 5705.41 of the Ohio Revised Code. A duplicate certificate is attached hereto; and

WHEREAS, in accordance with the final legislation, the LPA hereby enters into this contract with the STATE to provide for payment of the agreed portion of the cost of the highway project and any additional obligations for the highway project described below.

NOW, THEREFORE, in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

SECTION I: RECITALS

The foregoing recitals are hereby incorporated as a material part of this contract.

SECTION II: PURPOSE

The purpose of this contract is to set forth requirements associated with the highway project described below (hereinafter referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the LPA and the STATE.

SECTION III: LEGAL REFERENCES

This contract is established pursuant to Chapter 5521 of the Ohio Revised Code.

SECTION IV: SCOPE OF WORK

The work to be performed under this contract shall consist of the following:

The project consists of a landslide repair by drilled shaft and plug pile retaining wall along Bellaire High Ridge Road (C.R. 214) located at Mile Post 6.58, including pavement repair and pavement markings, lying within Belmont County.

SECTION V: FINANCIAL PARTICIPATION

1. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
2. The STATE may allocate the money contributed by the LPA in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the LPA.
3. The total cost and expenses for the project are only an estimate and the total cost and expenses may be adjusted by the STATE. If any adjustments are required, payment of additional funds shall correspond with the percentages of actual costs when said actual costs are determined, and as requested, by the Director of Transportation.
4. The LPA agrees to pay to the STATE its share of the total estimated cost expense for the above highway project in the amount of **Forty-One Thousand Eight Hundred and 00/100 Dollars, (\$41,800.00).**
5. The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-Aid funds set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation.
6. The LPA agrees to assume and bear One Hundred Percent (100%) of the cost of any construction items required by the LPA on the entire project, which are not necessary for the improvement, as determined by the State and Federal Highway Administration.
7. The LPA agrees that change orders and extra work contracts required fulfilling the construction contracts shall be processed as needed. The STATE shall not approve a change order or extra work contract until it first gives notice, in writing, to the LPA. The LPA shall contribute its share of the cost of these items in accordance with other sections herein.

SECTION VI: RIGHT-OF-WAY AND UTILITIES

1. The LPA agrees that all right-of-way required for the described project will be acquired and/or made available in accordance with current State and Federal regulations. The LPA also understands that right-of-way costs include eligible utility costs.
2. The LPA agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:
 - A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the LPA or STATE.
 - B. The LPA shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.
 - C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the STATE and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

SECTION VII: ADDITIONAL PROJECT OBLIGATIONS

1. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
2. The LPA agrees:
 - A. To keep said highway open to traffic at all times;
 - B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto, including, but not limited to, Title 23, U.S.C., Section 116; To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - C. To maintain the right-of-way and keep it free of obstructions in a manner satisfactory to the STATE and hold said right-of-way inviolate for public highway purposes;
 - D. To place and maintain all traffic control devices conforming to the Ohio Manual of Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code;
 - E. To regulate parking in accordance with Section 4511.66 of the Ohio Revised Code, unless otherwise controlled by local ordinance or resolution.

SECTION VIII: DISPUTES

In the event that any disputes arise between the STATE and LPA concerning interruption of or performance pursuant to this contract, such disputes shall be resolved solely and finally by the Director of Transportation.

SECTION IX: NOTICE

Notice under this contract shall be directed as follows

Board of County Commissioners	Ohio Department of Transportation
County of Belmont	Office of Estimating
101 W. Main Street	1980 West Broad Street, 1st Floor
St. Clairsville, Ohio	Columbus, Ohio 43223

43950

SECTION X: FEDERAL REQUIREMENTS

1. In carrying out this contract, LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, or age. LPA will ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex, national origin (ancestry), disability, genetic information, or age (40 years or older), sexual orientation, or military status (past, present, future). Such action shall include, but not be limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Selection for Training including Apprenticeship.
2. To the extent necessary under Ohio law, LPA agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. LPA will, in all solicitations or advertisements for employees placed by or on behalf of LPA, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin (ancestry), disability, genetic information, age (40 years or older), sexual orientation, or military status (past, present, future). If applicable, the LPA shall incorporate the foregoing requirements of this paragraph in all of its contracts for any of the work prescribed herein (other than subcontracts for standard commercial supplies or raw materials) and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
3. LPA agrees to fully comply with Title VI of the Civil Rights Act of 1964, 42 USC Sec. 2000. LPA shall not discriminate on the basis of race, color, or national origin in its programs or activities. The Director of Transportation may monitor the Contractor's compliance with Title VI.

SECTION XI: GENERAL PROVISIONS

1. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.

- 2. Neither this contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 3. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
- 4. This contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this contract prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this contract or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 5. All financial obligations of the State of Ohio, as provided in this contract, are subject to the provisions of Section 126.07 of the Ohio Revised Code. The financial obligations of the State of Ohio shall not be valid and enforceable unless funds are appropriated by the Ohio General Assembly and encumbered by the STATE. Additionally, it is understood that this financial obligation of the LPA shall not be valid and enforceable unless funds are appropriated by the LPA's legislative body.
- 6. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 7. LPA agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

SECTION XII: SIGNATURES

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

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

OHIO DEPARTMENT OF	SEAL
TRANSPORTATION	(If Applicable)
_____	LOCAL PUBLIC AGENCY
Director of Transportation	Board of County Commissioners County of Belmont
	County Engineer
	<i>Terry Lively /s/</i> _____
	County Commissioner
	<i>J. P. Dutton /s/</i> _____
	County Commissioner
	<i>Jerry Echemann /s/</i> _____
	County Commissioner
	January 6, 2021

	Date

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE LPA FEDERAL LOCAL-LET PROJECT AGREEMENT WITH ODOT FOR PROJECT BEL CR10-18.72 (BLAINE BARTON ROAD) PID NO. 114234

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the LPA Federal Local-Let Project Agreement with the Ohio Department of Transportation for pavement rehab surfacing project, BEL CR10-18.72 (Blaine Barton Road), PID NO. 114234, based upon the recommendation of Terry Lively, County Engineer; Project Estimate is \$625,000.00.

Note: A \$500,000 grant was received from ODOT for the project. The balance will be paid for by the County Engineer's MVGT fund.

BEL CR 10 18.72
COUNTY-ROUTE-SECTION
114234
PID NUMBER
35779
AGREEMENT NUMBER

LPA NON-FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Belmont County Board of Commissioners, acting by and through the Belmont County Engineer, hereinafter referred to as the LPA, 101 West Main Street, St. Clairsville, Ohio 43950.

- 1. PURPOSE
 - 1.1 Section 5501.03 (D) of the Ohio Revised Code (hereinafter referred to as ORC) provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable State laws and regulations with oversight by ODOT.
 - 1.2 The pavement rehab/resurfacing project (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive State funding.
 - 1.3 The LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for the State fund involved.
 - 1.4 It is the mutual desire of both ODOT and the LPA to have the LPA serve as the responsible lead agency for the administration of the PROJECT.
 - 1.5 The purpose of this Agreement is to set forth requirements associated with the State funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.
- 2. LEGAL COMPLIANCE
 - 2.1 The LPA shall comply with all applicable State laws, regulations, executive orders, and applicable ODOT manuals and guidelines including the ODOT Locally Administered Transportation Projects, Manual of Procedures. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
- 3. FUNDING
 - 3.1 The total cost for the PROJECT is estimated to be **\$592,883.00** as set forth in Attachment 1. ODOT shall provide to the LPA **100** percent of the eligible costs, up to a maximum of **\$500,000** in State funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering/inspection activities.
 - 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.

4. PROJECT DEVELOPMENT AND DESIGN

- 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
- 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the State funds involved.
- 4.3 The LPA agrees to install and/or repair, as part the PROJECT, all curb ramps which are necessary to ensure compliance with the Americans with Disabilities Act.
- 4.4 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates <http://www.dot.state.oh.us/drrc/Pages/default.aspx>.
- 4.5 The LPA shall either designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities or engage the services of a prequalified ODOT consultant who has been chosen using a Qualification-Based Selection (QBS) process as required pursuant to ORC sections 153.65 through 153.71. The prequalified list is available on the ODOT web page at www.dot.state.oh.us/DIVISIONS/PRODMGT/CONSULTANT
- 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1 In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2 If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Prequalified Consultant through a QBS process. The prequalified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 5.3 ODOT shall be responsible for the review of all environmental documents and reports and complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4 The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.

- 5.5 The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.
- 5.6 The LPA shall submit a NOI to Ohio EPA to obtain coverage under the National Pollution Discharge Elimination System (NPDES) Construction General Permit for all projects where the combined Contractor and Project Earth Disturbing Activity (EDA) are one acre or more. If the LPA chooses not to use ODOT's L&D Vol. 2 on Local-Let LPA projects, they may use an alternative post-construction BMP criterion with Ohio EPA approval.
- 6. RIGHT OF WAY/ UTILITIES/ RAILROAD COORDINATION
- 6.1 All right of way acquisition activities shall be performed by the LPA in accordance with State rules, policies and guidelines issued by ODOT.
- 6.2 If existing and acquired right of way is required for this PROJECT, the LPA shall certify that the right of way has been acquired in conformity with State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Prequalified Consultant through a Qualifications Based Selection process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3 If the LPA hires a prequalified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all State laws, regulations, policies, and guidelines.
- 6.4 All relocation assistance activities shall be performed by the LPA in conformity with State laws and rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5 The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that such right of way has been cleared of all encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities, as appropriate.
- 6.6 In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" notification from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all funding commitments.
- 6.7 The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT for approval.

- 6.8 The LPA shall be responsible for any necessary railroad coordination and agreements.
- 6.9 Consistent with sections 10.1 and 10.4 of this Agreement, the LPA shall assure that if any property acquired for this PROJECT is subsequently sold for less than fair market value that all Title VI requirements are included in the instrument which transfers the property. Consistent with sections 10.1 and 10.4 of this Agreement the LPA shall assure that if the LPA grants a permit or license for the property acquired for this PROJECT that the license or permit require the licensee or permit holder to adhere to all Title VI requirements.
7. ADVERTISING, SALE AND AWARD
- 7.1 The LPA shall commence all competitive bidding and contract award activities associated with the PROJECT's construction in accordance with all applicable State and local bidding requirements.
- 7.2 Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT's Traffic Engineering Manual.
- 7.3 The LPA shall incorporate ODOT's LPA Bid Template in its bid documents.
- 7.4 The LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Safety Program (DFSP) or a similar program approved by the Bureau of Workers' Compensation and require the same of any of its subcontractors.
- 7.5 Only ODOT prequalified contractors are eligible to submit bids for this PROJECT. Prequalification status must be in force **at the time of bidding, at the time of award, and through the life of the construction contract**. For work types that ODOT does not prequalify, the LPA must still select a qualified contractor. Subcontractors are not subject to the prequalification requirement. The "prime" contractor must perform no less than 30 percent of the total original contract price.
- 7.6 In accordance with Section 153.54, et. seq. of the ORC, the LPA shall require that the selected contractor provide a performance and payment bond in an amount at least equal to 100 percent of its contract price as security for the faithful performance of its contract. ODOT shall be named an obligee on any bond.
- 7.7 Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under ORC 9.24, or that the contractor has taken the appropriate remedial steps required under ORC 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State's website at <https://ohioauditor.gov/findings.html>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all State funding commitments.
- 7.8 After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this Agreement, if applicable.
8. CONSTRUCTION CONTRACT ADMINISTRATION
- 8.1 The LPA shall provide and maintain competent and adequate project management covering the supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys,

profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a QBS process as required pursuant to ORC sections 153.65 through 153.71. Any construction contract administration or engineering costs incurred by the LPA or their consultant prior to the construction contract award date will not be eligible for reimbursement under this Agreement.

- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The LPA shall review and/or approve all invoices prior to payment and prior to requesting reimbursement from ODOT for work performed on the PROJECT. The LPA shall ensure the accuracy of any invoice in both amount and in relation to the progress made on the PROJECT. The LPA must submit to ODOT a written request for either current payment or reimbursement of the State share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed daily as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction Contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA elects to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the ORC may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 *Payment to LPA:* Payment or reimbursement to the LPA shall be submitted to:

Terry D. Lively, PE, PS
Belmont County Engineer
101 West Main Street
St. Clairsville, Ohio 43950
740-699-2160

- 8.7 If, for any reason, the LPA contemplates suspending or terminating the contract of the Contractor, it shall first seek ODOT's written approval. Failure to timely notify ODOT of any contemplated suspension or termination, or failure to obtain written approval from ODOT prior to suspension or termination, may result in ODOT terminating this Agreement and ceasing all state funding commitments.

- 8.8 If ODOT approves any suspension or termination of the contract, ODOT reserves the right to amend its funding commitment in paragraph 3.1 and if necessary, unilaterally modify any other term of this Agreement. Upon request, the LPA agrees to assign all rights, title, and interests in its contract with the Contractor to ODOT to allow ODOT to direct additional or corrective work, recover damages due to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.
- 8.9 Any right, claim, interest, and/or right of action, whether contingent or vested, of the LPA, arising out of or related to any contract entered into by the LPA for the work to be performed by the Contractor on this PROJECT, may be subrogated to ODOT, and ODOT shall have all of the LPA's rights in and to the Claim and against any other person(s) or entity(ies) against which such subrogation rights may be enforced. The LPA shall immediately notify ODOT in writing of any Claim. The LPA further authorizes ODOT to sue, compromise, or settle any such Claim. It is the intent of the parties that ODOT be fully substituted for the LPA and subrogated to all the LPA's rights to recover under such Claim(s). The LPA agrees to cooperate with reasonable requests from ODOT for assistance in pursuing any action on the subrogated Claim including requests for information and/or documents and/or to testify.
- 8.10 After completion of the PROJECT and in accordance with applicable provisions of the ORC, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed to by ODOT. The PROJECT must remain under the ownership and authority of the LPA for 20 years, unless otherwise agreed to by ODOT. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any State-funded programs.
9. CERTIFICATION AND RECAPTURE OF FUNDS
- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by ORC section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT.
10. NONDISCRIMINATION
- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, military status, genetic information, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, disability, military status, or genetic information. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.
- 10.2 The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall

receive consideration for employment without regard to race, religion, color, sex (including pregnancy, gender identification and sexual orientation), national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3 For any project in which the Engineer's Estimate exceeds \$200,000, the LPA shall ensure that Encouraging Diversity, Growth and Equity (EDGE) requirements, as defined in ORC 123.152, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with State funds provided in conjunction with this Agreement. To meet this requirement, EDGE certified firms are those who have been certified by the Ohio Department of Administrative Services. The LPA shall require that all contracts and other agreements it enters for the performance of the PROJECT contain the following specific language:

Encouraging Diversity, Growth and Equity (EDGE) requirements. EDGE participation goals (subcontracts, materials, supplies) have been set on this project for those EDGE firms who have been certified by the Ohio Department of Administrative Services pursuant to Ohio Revised Code 123.152, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR EDGE GOALS

In the event the Contractor is unable to meet the EDGE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation through the LPA. The Contractor must document the progress and efforts being made in securing the services of EDGE subcontractors. In the event the Contractor is unable to meet the EDGE Goal placed on this Local Let project, a request for a waiver of all or part of the goal may be made. The written request must indicate a good faith effort was made to meet the goal and be sent to the LPA contracting authority. The LPA forwards the request with recommended action to the ODOT District. The ODOT District then makes recommendation and forwards the request to Office of Contracts, 1980 West Broad Street, Columbus, Ohio, 43223. There will be no extension of time for the project granted if the Contractor wishes to avail himself of this process. If an item of work subcontracted to a DBE firm is non-performed by LPA or the subject of an approved VECP, the Contractor may request a waiver for the portion of work excluded.

The Contractor must provide the following information and documentation when requesting EDGE goal waiver:

1. Dollar value and % of EDGE goal. Dollar value and % of waiver request.
2. Signed copy of each subcontract or purchase order agreement between the prime and EDGE subcontractor/supplier utilized in meeting the contract goal.
3. Copy of dated written communication, fax confirmation, personal contact, follow up and negotiation with the EDGE firm.
4. Copy of dated written communication and/or fax confirmation that bidder solicited and provided EDGE with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.

5. Copy of dated written communication and/ or fax confirmation of each noncompetitive EDGE quote that includes the dollar value of each reference item and work type.
6. Copy of dated written communication and/ or dated fax confirmation of EDGE firms that were not interested in providing a quote for the project.
7. Documentation of all negotiating efforts and reason for rejecting quotes from EDGE firms.
8. Documentation of good faith efforts (GFE) to meet the EDGE subcontract goal, by looking beyond the items typically subcontract or consideration of subcontracting items normally performed by the prime to meet the EDGE goal.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate. The LPA must obtain written, signed documentation from the contractor that the EDGE goal has been satisfied prior to executing the contract with the contractor. The LPA, in turn, must provide such documentation to ODOT for ODOT to encumber the State funds.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1 The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.
- 11.2 The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.
- 11.3 In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or neglect are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA's control. If a default has occurred, ODOT may terminate this Agreement with thirty (30) days written notice, except that if ODOT determines that the default can

be remedied, then ODOT and the LPA shall proceed in accordance with sections 12.2 through 12.4 of this Agreement.

- 12.2 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA may be liable to repay to ODOT all the Federal funds disbursed to it under this Agreement.
- 12.3 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.4 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the ORC.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA's obligations made or agreed to herein.

14. NOTICE

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:	If to ODOT:
Terry D. Lively, PE, PS	Daniel J. Lorenz, P.E.
Belmont County Engineer	Ohio Department of Transportation
101 West Main Street	2201 Reiser Avenue, SE
St. Clairsville, Ohio 43920	New Philadelphia, Ohio 44663

15. GENERAL PROVISIONS

15.1 *Recovery of LPA's allocable project Direct Labor, Fringe Benefits, and/or Indirect Costs:*

To be eligible to recover any costs associated with the LPA's internal labor forces allocable to this PROJECT, the LPA shall make an appropriate selection below: *[LPA official must initial the option selected.]*

TL

1. No cost recovery of LPA's project direct labor, fringe benefits, or overhead costs.
- (A) The LPA **does not** currently maintain an ODOT approved federally compliant time-tracking system.¹, **and**

(B) The LPA **does not** intend to have a federally compliant time-tracking system developed, implemented, and approved by ODOT prior to the period of performance of this PROJECT, **and/or**

(C) The LPA **does not** intend to pursue recovery of these project direct labor, fringe benefits, or overhead costs during the period of performance of this PROJECT Agreement.

2. Direct labor plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.²
- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**

(B) The LPA **does not** currently have, and **does not** intend to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

1

A "federally compliant time-tracking system" is supported by a system of internal controls and record-keeping that accurately reflects the work performed; which provides reasonable assurance that the time being charged is accurate, allowable, and properly allocated; is incorporated in official records such as payroll records; reasonably reflects the employee's total activity; provides a time or percentage breakdown on all activities, both Federally funded and non-Federally funded for the employee and complies with the LPA's pre-established accounting practices and procedures.

2

[Also be sure to read footnote # 1] The De Minimis Indirect Cost Rate is 10 percent of modified total direct costs (MTDC) per 2 CFR §200.414. The definition of MTDC is provided in the regulation at 2 CFR §200.68. Any questions regarding the calculation of MTDC for a specific project should be directed to the Office of Local Programs. Further, regardless of whether the LPA subrecipient negotiates overhead rates with ODOT or uses the 10-percent de minimis rate, LPAs are required to maintain Federally-compliant time-tracking systems. Accordingly, LPAs are permitted to bill for labor costs, and then potentially associated fringe/indirect costs, only if the labor costs are accumulated, tracked, and allocated in accordance with compliant systems. Before an LPA is eligible to invoice ODOT for and recover the 10% de minimis indirect cost rate on any project, the LPA's time-tracking system and methods for tracking other project costs must be reviewed and approved by the ODOT Office of External Audits. A non-Federal entity that elects to charge the de minimis rate must meet the requirements in 2 CFR 200 Appendix VII Section D, Part 1, paragraph b.

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3. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the Federal 10% De Minimis Indirect Cost Rate.³

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT.

☐

4. Direct labor, plus fringe benefits costs calculated using the LPA's ODOT approved Fringe Benefits Rate, plus indirect costs calculated using the LPA's ODOT approved Indirect Cost Rate.⁴

- (A) The LPA currently maintains, or intends to develop and implement prior to the period of performance of this PROJECT, an ODOT approved federally compliant time-tracking system, **and**
- (B) The LPA currently has, or intends to negotiate, an ODOT approved fringe benefits rate prior to the period of performance of this PROJECT, **and**
- (C) Instead of using the Federal 10% De Minimis Indirect Cost Rate, the LPA currently has, or intends to negotiate, an ODOT approved indirect cost rate prior to the period of performance of this PROJECT.

For any allocable project labor costs to be eligible for reimbursement with Federal and/or State funds, the LPA must maintain compliance with all timekeeping requirements specified in 2 CFR Part 200 and the ODOT LPA Cost Recovery Guidance, including ODOT Questions and Answers and related supplementary guidance, as applicable. Additionally, if the LPA elects to recover fringe and/or indirect costs, the LPA shall maintain compliance with Appendix VII of 2 CFR Part 200 and the LATP Manual of Procedures.

- 15.2 If the LPA decides to change its indirect cost recovery option, the change shall not become effective until this Agreement is amended pursuant to section 15.9 below to reflect the indirect cost recovery option utilized by the LPA on the PROJECT.
- 15.3 *Record Retention:* The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT, its books, documents, and records relating to the LPA's obligations under this Agreement. All such books, documents, and records shall be kept for a period of at least three years after payment of the LPA's final voucher for payment or reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters for the performance of the PROJECT contain the following specific language:

³ [Also, be sure to read footnotes # 1 and 2] The fringe benefits rate billed to this project must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the ODOT Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rate for that fiscal year to determine which rate is applicable. Accordingly, the fringe benefits rate applicable to different fiscal years throughout the period of performance of the project may fluctuate to match changes to the ODOT approved rate.

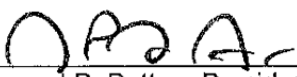
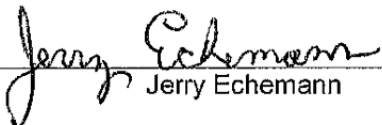

⁴ [Also, be sure to read footnote # 1] The fringe benefits and indirect cost rates billed to this PROJECT must be determined in accordance with the Rate Agreement periodically negotiated with and approved by the Office of External Audits. The fiscal period when the LPA's direct labor costs are paid will be matched with the ODOT approved rates for that fiscal year to determine which rates are applicable. Accordingly, the rates applicable to different fiscal years throughout the period of performance of the PROJECT may fluctuate to match changes to the ODOT approved rates.

As ODOT may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA or ODOT, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA's legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.4 *Ohio Ethics Laws:* Contractor agrees that it is currently in compliance and will continue to adhere to the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the ORC.
- 15.5 *State Property Drug-Free Workplace Compliance:* In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.6 *Boycotting:* Pursuant to R.C. 9.76(B), the LPA warrants that the LPA is not boycotting any jurisdiction with whom the State of Ohio can enjoy open trade, including Israel, and will not do so during the term of this Agreement.
- 15.7 *Governing Law:* This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance there under, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.8 *Assignment:* Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.9 *Merger and Modification:* This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. This Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.10 *Severability:* If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.11 *Signatures:* Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.
- 15.12 *Facsimile Signatures:* Any party hereto may deliver a copy of its counterpart signature page to this Agreement via fax or e-mail. Each party hereto shall be entitled to rely upon a facsimile or electronic signature on any other party delivered in such a manner as if such signature were an original.

The parties hereto have caused this Agreement to be duly executed as of the day and year last written below.

LPA: Belmont County Commissioners	STATE OF OHIO OHIO DEPARTMENT OF TRANSPORTATION
By:  J.P. Dutton, President	By: Jack Marchbanks Director
By:  Jerry Echemann	Date:
By:  Josh Meyer	
Date: 1-6-2021	

Revision Date 3/26/2020

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING TITLE XIX (19) AGREEMENTS

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign the Vendor Agreements between the Belmont County Department of Job & Family Services and the following vendors, effective, January 1, 2021 to December 31, 2021 for the provision of Title XIX (19) transportation services:

<u>VENDOR</u>	<u>CONTRACT AMOUNT NOT TO EXCEED</u>
Barnesville Taxi Service, LLC	\$475,000.00
Martins Ferry EMS	\$475,000.00
Neffs Fire Department	\$475,000.00
National Church Residences	\$475,000.00
Transportation Services, LLC	

VENDOR AGREEMENT

Whereas, this vendor agreement, entered into on the **6th** day of **January, 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and Barnesville Taxi Service, LLC (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950
(740)695-1075
Provider Barnesville Taxi Service, LLC
611 Bond Avenue
Barnesville OH 43713
(740)425-9900

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2021 and terminate December 31, 2021. This is the final agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

III. General Regulations

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

IV. Termination/Breach of Contract

- A. 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 and/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 by 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 immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, 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 agreement at its discretion.
- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant’s medical condition and timeliness concerns.
 - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant’s community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider’s proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 - 1. Schedule trips from the participant’s home to medical appointments and return to participant’s home.
 - 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 - 1. Notify the participant within 24 hours when unable to accommodate the participant’s request.
 - 2. Track statistics of each participant. Statistics are captured as part of the Department’s billing roster.

3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:
1. The Department will provide NET eligible participants with Provider information.
 2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
 3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

- A. The Department agrees to pay the Provider \$3.00 per mile for trips outside the Barnesville corporation limit and \$7.00 one-way for trips inside the Barnesville Corporation limit, as well as \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.
- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
 1. Failure to meet service requirements:
 2. Failure to meet performance standards; and
 3. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

VII. Reports and Records

- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
 1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
 2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any

functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.

- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

IX. Unresolved Findings of Recovery

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider 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.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

Jeffery Felton /s/
Jeffery Felton, Director
Belmont County Department of Job and Family Services
Aaron Wildman /s/
Aaron Wildman
Barnesville Taxi, LLC
J. P. Dutton /s/
J. P. Dutton
Belmont County Commissioner
Jerry Echemann /s/
Jerry Echemann
Belmont County Commissioner
Josh Meyer /s/
Josh Meyer
Belmont County Commissioner
Approved as to form:
David K. Liberati /s/
Dave Liberati
Belmont County Prosecutor

12/20/2020
Date
12/21/2020
Date
1-6-21
Date
1/6/21
Date
1/6/21
Date
1-4-2021
Date

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

Whereas, this vendor agreement, entered into on the 6th day of **January, 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and City of Martins Ferry, Emergency Medical Services (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:
Department: The Belmont County Department of Job and Family Services

68145 Hammond Road
St. Clairsville OH 43950
(740)695-1075
Provider City of Martins Ferry, Emergency Medical Services
35 South Fifth Street
Martins Ferry OH 43935
(740)633-0313

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2021 and terminate December 31, 2021. This is the final agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

III. General Regulations

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

IV. Termination/Breach of Contract

- A. 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 and/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 by 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 immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, 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 agreement at its discretion.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 1. The Department will provide NET eligible participants with Provider information.

2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

- A. The Department agrees to pay the Provider \$3.00 per mile for trips and \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.
- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
 1. Failure to meet service requirements:
 2. Failure to meet performance standards; and
 3. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

VII. Reports and Records

- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
 1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
 2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of

Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

IX. Unresolved Findings of Recovery

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider 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.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Jeffery Felton /s/</u>	<u>12/28/2020</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>John R. Davies /s/</u>	<u>12/22/2020</u>
John R. Davies, Mayor	Date
City of Martins Ferry/Martins Ferry EMS	
<u>J. P. Dutton /s/</u>	<u>1/6/21</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>1-6-21</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>1/6/21</u>
Josh Meyer	Date
Belmont County Commissioner	
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>1-4-2021</u>
Dave Liberati	Date
Belmont County Prosecutor	

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

Whereas, this vendor agreement, entered into on the 6th day of **January, 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and Neffs Fire Department (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Provider	Neffs Fire Department 54044 Pike Street Neffs OH 43940 (740)676-5563

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2021 and terminate December 31, 2021. This is the final agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

III. General Regulations

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

IV. Termination/Breach of Contract

- A. 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 and/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 by 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 immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, 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 agreement at its discretion.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101 1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
 - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 - 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 - 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 - 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 - 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 - 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 - 4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 - 1. The Department will provide NET eligible participants with Provider information.
 - 2. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. This information shall be sent to the attention of the Department's Director.
 - 3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

- A. The Department agrees to pay the Provider \$3.00 per mile for trips and \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.
- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
- E. The Department may deny payment for the following reasons (not an all-inclusive list):
 - 1. Failure to meet service requirements:
 - 2. Failure to meet performance standards; and
 - 3. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

VI. Responsibility for Audit Exception

The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

- 1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
- 2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
- 3. The Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by the Department during the contract period. The Provider agrees to a special audit of expenditures if requested by the Director of the Department on the basis of evidence of misuse or improper accounting of funds. Failure to provide such information may be reason to suspend payments to the Provider until any and all questions or irregularities are resolved.

VII. Reports and Records

- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
 - 1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
 - 2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

VIII. Special Certification

- A. Conflict of Interest: Any officer, employee or agent of the Provider or of Belmont County or the Department who exercises any function or responsibilities in connection with planning and carrying out this agreement or any other persons who exercise any functions or responsibilities in connection with this agreement shall have no personal financial interest, direct or indirect, in this agreement.
- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

IX. Unresolved Findings of Recovery

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

X. Federal Compliance

- A. Copeland Anti-Kickback Act – The Provider will comply with 18 U.S.C 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.
- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider 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.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Jeffery Felton /s/</u>	<u>12/28/2020</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>Donald Keyser /s/</u>	<u>12-22-2020</u>
Donald Keyser, President	Date
Neffs Fire Department	
<u>J. P. Dutton /s/</u>	<u>1/6/21</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>1-6-21</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>1/6/21</u>
Josh Meyer	Date
Belmont County Commissioner	
Approved as to form:	
<u>David K. Liberati /s/</u>	<u>1-4-2021</u>
Dave Liberati	Date
Belmont County Prosecutor	

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

Whereas, this vendor agreement, entered into on the **6th** day of **January, 2021**, by and between the Belmont County Department of Job and Family Services (hereinafter “Department”) and National Church Residences Transportation Services, LLC (hereinafter “Provider”) to provide Title XIX Transportation services.

I. Parties

The parties to this agreement are as follows:

Department:	The Belmont County Department of Job and Family Services 68145 Hammond Road St. Clairsville OH 43950 (740)695-1075
Provider	National Church Residences Transportation Services, LLC 485 North Street Barnesville OH 43713 (740)425-9001

II. Contract Period

This contract and its terms and provisions will become effective January 1, 2021 and terminate December 31, 2021. This is the final agreement awarded under a Request for Proposal (RFP) for the years 2019, 2020 and 2021, pursuant to available funding.

III. General Regulations

- A. The Provider agrees that the use and/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 recipient(s) or their guardian(s).

- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the Belmont County Department of Job and Family Services, the Belmont County Board of County Commissioners 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 handicap 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. Any Provider found to be out of compliance may be subject to investigation by the Office of Civil Rights, Department of Health and Human Services and termination of this Purchase of Service Agreement. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, Executive Orders and amendments.

IV. Termination/Breach of Contract

- A. 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 and/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 by 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 immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately. Should either party fail to perform as required under this agreement, 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 agreement at its discretion.

- B. The Provider agrees to adhere to all applicable rules and regulations in the Ohio Administrative Code governing service delivery, including insurance. The Provider must comply with the Ohio Administrative Code sections 5160-15-14 and 5160-43-09. These sections apply to all current employees at the time of execution of this contract and any new employees hired during the term of the contract.
- C. Eligibility for Services: The Department will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchased services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Ohio Administrative Code.
 - 1. Non-Emergency Transportation (NET) is the provision of transport for Medicaid eligible participants whose Medicaid eligibility has been determined by the Belmont County Department of Job and Family Services in accordance with Chapters 5101:1-37 to 5101:1-42 of the Ohio Administrative Code (OAC) and whose medical transportation cannot be provided or arranged through other available Medicaid transportation or community resources.
 - 2. Medicaid Transportation Contractors who meet Contractor Participation requirements in accordance with Chapter 5101:2 of the OAC are providing a Medicaid covered service(s) which is a reimbursable service in accordance with Chapters 5101:3-1 to 5101:3-56 of the OAC excluding Chapters 5101:3-15 and 5101:3-24.
 - 3. NET shall be provided in the most cost-effective mode(s) of transportation that addresses the participant's medical condition and timeliness concerns.
 - 4. NET shall be provided only for the purposes of Medicaid covered services that are within the participant's community as defined in rule 5101:3-24-03 of the OAC unless the specific service is not available within the community.
- D. The Provider must purchase, at its own cost and expense, all equipment and materials necessary for the Provider to execute its duties identified in this agreement except such equipment and material specifically listed in the Provider's proposal and budget.
- E. The Department agrees to engage Medicaid NET participants in the following activities during the term of this agreement:
 - 1. Schedule trips from the participant's home to medical appointments and return to participant's home.
 - 2. Assure prior to transporting, that the participant is eligible for NET services. Eligibility shall be confirmed through the Department designee. The Provider acknowledges that the Department will not reimburse for participants who are not verified as eligible each month.
- F. The Provider agrees to the following activities during the term of this agreement:
 - 1. Notify the participant within 24 hours when unable to accommodate the participant's request.
 - 2. Track statistics of each participant. Statistics are captured as part of the Department's billing roster.
 - 3. Maintain a manifest or driver's log for verification of trip destination on the Provider's site and make available for audit. Failure to provide verification may result in withholding of payment for services.
 - 4. The Provider must adhere to the participant's certification period provided by the Department.
- G. The Department and Provider agree to the following activities during the term of this agreement:
 - 1. The Department will provide NET eligible participants with Provider information.
 - 2. The Provider must provide to the Department a list of current employees with their date of birth and last four digits of their social security number so that the Department may complete a search of the databases in OAC 5101-43-09. The Provider is responsible for notifying the Department in writing when personnel changes occur that affect the delivery of the services purchased under this agreement. The date of birth and last four digits of the new hire's social security number must be provided with this notification. This information shall be sent to the attention of the Department's Director.
 - 3. The Provider agrees to provide any other services set forth in its proposal consistent with the terms contained in this agreement.

V. Payment Procedures

- A. The Department agrees to pay the Provider \$3.00 per mile for trips and \$12.00 per hour wait time that the driver needs to wait for a participant. Wait time will only be charged for any time that exceeds the actual and reasonable driving time for the applicable trip. In

addition, there may be a \$10.00 loading fee per client each way if the participant requires hand on assistance to get out of their home or into the vehicle because they are unable to do so on their own. Also, in addition to the fees listed above, a one-time annual \$500.00 inspection fee will be paid to the Provider.

- B. The maximum amount billable under this agreement will not exceed **\$475,000.00**. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depend upon the availability of county, state and federal matching funds.
- C. The Provider agrees to submit an invoice to the Department monthly within five (5) business days following the last working day of the month. Failure to submit this information timely may be considered a breach of this agreement. The Department will review the invoices for completeness and accuracy before making payment. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes payment.
- D. In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount to which the Provider was not entitled.
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 - 1. Failure to meet service requirements:
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 - 3. Failure to meet performance reporting requirements.
- F. Duplicate Billing: The Provider warrants that claims made to the Department for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claimed made by the Provider to other sources of funds for the same service.

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The Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state and/or federal audit authority directly related to the provisions of this agreement.

- 1. The Provider agrees to pay the Department the full amount of payment it received for services not covered by the Provider's agreement as set forth in the audit exception
- 2. The Provider agrees to pay the Department the full amount of payment received for duplicate billing, erroneous billing, deceptive claims or falsification as found by the appropriate auditing authority.
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- A. Maintain and Provide: The Provider shall maintain records, documents, reports and other evidence directly pertinent to the performance of work under this agreement in accordance with acceptable professional practice and appropriate accounting procedures. The Department or any of its duly appointed representatives shall have access to such records, documents, reports and other evidence for the purposes of inspection, auditing and copying upon reasonable notice to the Provider. The Provider agrees to maintain and provide the Department access to the following records:
 - 1. Accounting and fiscal records adequate to enable the Department and/or State of Ohio, including, but not limited to, the Ohio Department of Job and Family Services (ODJFS), the Auditor of State, the Inspector General, the Comptroller of the United States, any duly appointed law enforcement official and agencies of the United States government to audit and otherwise verify claims for reimbursement including, but not limited to, books, documents, papers and records of the Provider which are directly pertinent to this specific agreement.
 - 2. Other records and reports as required by the Department and/or ODJFS needed to enable the Department to comply with local, state and federal statutes and applicable regulations.
- B. Five (5) Year Retention: The Provider shall maintain all records related to this agreement and the administration of the program for five (5) years after the Department makes payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit or other action involving the records have been started before the expiration of the five (5) year period, the Provider shall retain the records until completion of the action and all issues which arise from it or until the end of the five (5) year period, whichever is later.

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- B. Debarment and Suspension: The Provider will upon notification by any federal, state or local government agency, immediately notify the Department of any debarment or suspension of the Provider imposed or contemplated by the federal, state or local government agency. The Provider will immediately notify the Department if it is currently under debarment or suspension by any federal, state or local government agency.
- C. Lobbying Prohibition: The Provider certifies and assures that no federally appropriated funds have been paid or will be paid by or on behalf of the Provider to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

IX. Unresolved Findings of Recovery

The Provider hereby acknowledges Ohio Revised Code (ORC) Section 9.24 which prohibits any state agency or political subdivision from awarding a contract for goods, services or construction to any person (i.e. individual, corporation, business trust, estate, trust, partnership, association) against whom a finding of recovery has been issued by the Auditor of the State of Ohio, if that finding is unresolved. Additionally, the statute limits this prohibition to contracts which are paid in whole or in part with state funds and which

exceed Twenty-Five Thousand Dollars and 00/100 (\$25,000.00). Furthermore, the Auditor of State has established a database pursuant to ORC Section 9.24 which lists all persons who have unresolved findings for recovery dating back to January 1, 2001.

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- B. Davis-Bacon Act – The Provider will comply with 40 U.S.C. 276a-7 as supplemented by the Department of Labor Regulations 29 CFR Part 5.
- C. Contract Work Hours and Safety Standard Act – The provider 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.
- D. Rights to Inventions Made Under a Contract or Agreement – If the federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the Provider wishes to enter into a contract with a small business firm or non-profit organization regarding the substitution of parties, assignment or performance of experimental, developmental or research work under that “funding agreement,” the Provider must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. Clean Air Act – The Provider 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].
- F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – The Providers that apply or bid for an award exceeding \$100,000.00 must file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award.
- G. Energy Efficiency – The Provider 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).

XI. Signatures and Execution of this Agreement

I hereby understand and agree to the terms of this agreement. This agreement is considered fully executed upon the passage and signatures of the Belmont County Board of Commissioners.

<u>Jeffery Felton /s/</u> Jeffery Felton, Director Belmont County Department of Job and Family Services	<u>12/28/2020</u> Date
<u>Peggy Hickenbottom /s/</u> Peggy Hickenbottom, Transportation Director National Church Residences Transportation Services, LLC	<u>12/22/2020</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton Belmont County Commissioner	<u>1/6/21</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann Belmont County Commissioner	<u>1-6-21</u> Date
<u>Josh Meyer /s/</u> Josh Meyer Belmont County Commissioner	<u>1/6/21</u> Date
Approved as to form: <u>David K. Liberati /s/</u> Dave Liberati Belmont County Prosecutor	<u>1-4-2021</u> Date
Upon roll call the vote was as follows:	
Mr. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ENTERING INTO CONTRACT RENEWAL FOR
HOMEMAKER/PERSONAL CARE SERVICES/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an extension/renewal of the contract entered into March 1, 2020 for Homemaker/Personal Care Services between the Belmont County Board of Commissioners dba Senior Services of Belmont County and Addus Healthcare to extend the current contract through February 28, 2022.

BELMONT COUNTY COMMISSIONERS
d/b/a/SENIOR SERVICES OF BELMONT COUNTY
Extension/Renewal of Agreement for Purchase of the Performance of Services Contract
Homemaker/Personal Care Services

The parties to the contract entered into as of the 1st day of March, 2020, by and between the Belmont County, Ohio Board of County Commissioners d/b/a/ Senior Services of Belmont County (“Purchaser” or "SSBOC”) and Addus HealthCare (South Carolina), Inc. (hereinafter “Contractor”) for homemaker/personal care services hereby agree to extend the contract (or alternatively waive the sixty (60) day provision for renewal and renew it) in accordance with Section 3 until the new termination date of February 28, 2022. The contract shall be so construed, and in all other respects, the contract remains in force. If and to the extent necessary to ensure its validity, this agreement to continue doing business according to the terms of the current contract shall be considered a new contract subject to any applicable statutory limits and the termination date of February 28, 2022.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS d/b/a/ SENIOR SERVICES OF BELMONT COUNTY

<u>J. P. Dutton /s/</u> J.P. Dutton, President Belmont County Commissioner	<u>1/6/21</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Vice President Belmont County Commissioners	<u>1-6-21</u> Date
<u>Josh Meyer /s/</u>	<u>1/6/21</u>

Josh Meyer
Belmont County Commissioners
FOR ADDUS HEALTHCARE (SOUTH CAROLINA), INC.
Darby Anderson /s/

Date
12/20/2020

APPROVED AS TO FORM
David K. Liberati /s/

Date
12/24/2020

David K. Liberati
Assist. Belmont County Prosecutor
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO THE 2021
CEBCO WELLNESS GRANT AGREEMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the 2021 CEBCO Wellness Grant Agreement with County Employee Benefits Consortium of Ohio (CEBCO) effective January 1, 2021 to December 31, 2021, for the following amounts:

- Administrative Funds: \$4,000
- Program Funds: \$13,296
- Additional Funds: \$3,324

2021 CEBCO Wellness Grant Agreement

Grantor: County Employee Benefits Consortium of Ohio (CEBCO)

Grantee: Belmont County

Grant Funding Amounts

Administrative Funds: \$4,000
Program Funds: \$13,296
Additional Funds: \$3,324
Total Funds Available: \$16,620

County Wellness Contact (CWC)

CEBCO asks for the cooperation of the county in designating one or two employees to act as a point of contact, known as the County Wellness Contact(s) (CWC). While others including wellness team members, non-county employees or brokers/consultants may be involved with the oversight of the wellness initiatives that occur at the county level, each designated contact must be an employee of the county. The CWC(s) will work directly with CEBCO and will be a primary source of information to the employees and spouses enrolled in the medical plan, as these members are eligible to complete the CEBCO Member Wellness Program. The Member Wellness Program that is offered in partnership with HealthWorks engages members in simple health related actions that improve health outcomes and help to steady claims costs. Please refer to Appendix 2 on page 5 for more information.

The CWC(s) will play a significant role in determining programming, identifying existing and local resources, communicating initiatives, motivating others, working with department heads and leadership to gain and maintain support, tracking data and information, all while demonstrating a genuine interest in health and wellbeing. Finally, the CWC(s) must attend the bi-annual CEBCO wellness meetings or designate another county representative to attend in their place.

If the CWC position(s) should become vacant, please notify CEBCO immediately. If there is an interim contact that can be used during the time the position is open, please inform CEBCO. It is important that a new contact be identified to fulfill this role as soon as reasonably possible.

Administrative and Program Funds

Administrative funds are intended to be used toward the salary of the individual(s) identified as a County Wellness Contact(s) (CWC). The county will receive a flat \$4,000 per grant year in administrative funds. The county may decide how to allocate these funds if there are two CWCs rather than one.

Program funds must be used for wellness-related events, activities, and initiatives provided to CEBCO enrolled employees and spouses. We acknowledge that some programs, such as educational sessions may inadvertently reach beyond CEBCO-covered members and impact individuals not enrolled in our medical plan. The intent, however, is to focus on positively impacting the lives of members on our medical plan.

Program funds may also be used to cover any wellness training or meeting-related expenses for the CWC position(s).

Program grant funding available to the county will be determined on a per employee, per year (PEPY) basis. A census of the eligible employees from the last quarter of the year will be used to determine the program grant allocation for the upcoming calendar year.

CEBCO will provide half of the program funds in addition to the full amount of the administrative funds at the start of the calendar year, following a fully executed grant agreement. The remaining half of the program funds will be provided on a reimbursable basis. The first half of the program funds provided to the county must be expended and a financial form must be submitted documenting those expenses, before the county may request any portion of the second half.

For the year of 2021 only, there will be additional funds allocated to each county. The county will need to provide a financial form with documentation showing the expenses have exceeded the original program funds in order to receive the additional funds. ****This is only for the 2021 year.****

The county has the option to use all or a portion of the administrative funds as program funds. If the county chooses to use the administrative funds toward salary, the county is not required to report on this expense; however, if the county uses any portion of the administrative funds for programming, documentation must be submitted to CEBCO verifying how the funds were used.

Additionally, it is up to the discretion of each participating county whether program funds will be used to supplement the salary of the CWC position(s). CEBCO asks that the total wages be limited to no more than twenty percent (20%) of the annual amount allotted for program funds.

The full amount of the administrative funds plus half of the program funds for the grant year will be provided in one check made out to the County Commissioners. The check will be mailed directly to the Commissioner’s Office at the start of each calendar year. The grant cycle runs January to December, annually. Unused funds do not roll over from year to year.

Documenting Uses of Program Funds

The ***Wellness Grant Financial Form*** will need to be submitted along with documentation verifying each expense purchased with program funds. Acceptable documents include receipts, copies of checks, purchase orders and invoices. Once documentation is submitted to CEBCO, reimbursement, if needed, will be sent directly to the County Commissioner’s Office within 60 days. A county may submit a ***Wellness Grant Financial Form*** multiple times per year or once at the end of the calendar year. The deadline to submit documentation for the 2021 grant year is Friday, December 17, 2021. Please note that CEBCO is unable to directly pay any vendor or private company and all checks will be made payable to the County Commissioners.

Mandatory Wellness Grant Requirements

County **must** offer **each** of the following during the calendar year, between January 1, 2021 and December 31, 2021:

1. A minimum of one onsite health screening event, giving eligible participants of the CEBCO Member Wellness Program a convenient opportunity to complete their health evaluation (biometric screening) for credit toward their point goal. The onsite screenings are facilitated by a team of HealthWorks phlebotomists. Scheduling is coordinated through CEBCO and requires assistance from the CWC(s).
2. A minimum of three onsite education sessions provided for medical plan enrolled employees and spouses. These education sessions must be 30-60 minutes each with a focus on any health or wellness topic.
3. Host a minimum of one onsite community lifestyle program OR promote a minimum of one offsite community lifestyle management program. A community lifestyle management program must focus on any one or combination of the following: nutrition, exercise, stress, sleep, tobacco use, financial or emotional wellbeing. The program must be at least three (3) thirty (30) minute sessions (a continued series) and may be provided in a group or one on one setting. Examples include diabetes management programs, Weight Watchers, tobacco cessation, nutrition or financial courses, or any other program (series of 3 or more classes) that addresses one or more health conditions or lifestyle habits.
4. Host a minimum of one community event AND/OR promote a minimum of one community event. Community events include any organized walk, run, or bike event and sports leagues.
5. Promote a minimum of one online health challenge offered by HealthWorks as part of the CEBCO Member Wellness Program.
6. Host or promote a minimum of one exercise/fitness program or course (3 or more classes). This may be onsite or offsite.
7. CWC(s) must attend a minimum of one bi-annual CEBCO Wellness Meeting, ideally both. If the contact in the CWC position is not available, please designate another county representative to attend.

At the end of the calendar year CEBCO will request documentation that each of these mandatory requirements were completed between January and December of 2021. The documentation is due on Friday, December 17, 2021.

Recommended Uses of Program Funds

The county may choose from the list provided in Appendix 1 (pages 4 & 5) for appropriate uses of program funds. If the county would like to spend funds in any manner not listed in the appendix, please contact a CEBCO Wellness Coordinator for written approval.

Restricted Uses of Program Funds

The following are uses that do not meet the goals of the grant and therefore are not allowable expenses:

- Giveaways that do not support individual wellness (this includes gift cards to fast food restaurants or any other food-related purchase EXCEPT for purchasing healthy food options).
- Sponsoring individuals for marathons or specific events that not all members are able to do.
- Alcohol or drug testing (this includes tobacco testing).
- Any insurance covered benefits (i.e. flu shots, biometric screenings, doctor’s visits, etc.).
- Any building maintenance or personnel training requirements to include purchasing AEDs or paying for safety/CE training such as CPR classes.
- Coverage for other benefits such as dental, vision, EAP, life, etc.
- Essential oils and health supplements.

Authorized Signatures

County Employee Benefits Consortium of Ohio

Signature: _____
Printed Name: _____
Date: _____

County Commissioner or Designee

Signature: J. P. Dutton /s/, Jerry Echemann /s/, Josh Meyer /s/
Printed Name: J. P. Dutton, Jerry Echemann, Josh Meyer
Date: Jan. 6, 2021

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

Both parties, upon signatures above, agree to the terms outlined within this grant agreement and acknowledge an understanding of the appendices provided on the subsequent pages.
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. 5
FROM COLAIANNI CONSTRUCTION, INC/DIVISIONAL COURTS BUILDING PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 5 from Colaianne Construction, Inc., for the Belmont County Divisional Courts Building Renovation Project in the amount of \$163,199.00, for a new contract total of \$6,547,374.00.



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: 005 Date: January 6, 2021
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> Colaianne Construction, Inc. 2141 State Route 150 Dillonvale, Ohio 43917


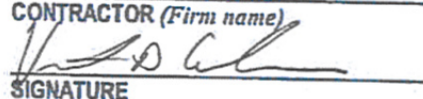

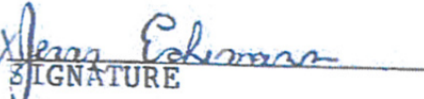

- THE CONTRACT IS CHANGED AS FOLLOWS:**
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
1. Replace the hollow metal door frame for Opening 128.A, as set forth in Exhibit A. Net change \$973.00
 2. Perform "Light Duty Full Depth Asphalt Repair" and place asphalt bases, as set forth in Exhibit B. Net change \$10,603.00
 3. Eliminate soffits above windows in Rooms 140, 143, 150, & 154, as set forth in Exhibit C. Net change (\$1,050.00)
 4. Fabricate and install a metal railing along the length of the ramp leading to the Judge's Bench in Courtroom 128, as set forth in Exhibit D. Net change \$1,672.00
 5. Provide new offset tailpieces for (8) sinks in Restrooms 102/103 and a new sink with a rear-oriented drain in Lab 174, as set forth in Exhibit E. Net change \$1,095.00
 6. Remove approximately 465' of the existing Main Entrance Drive asphalt base and subgrade and replace with new geogrid, aggregate base, and base course asphalt; and provide an underdrain system below portions of the roadway edge, as set forth in Exhibit F. Net change \$104,565.00
 7. Revise Probation Suite Layout in Rooms 169, 169A, and 170, as set forth in Exhibit G. Net change \$20,776.00
 8. Provide (18) ceiling access panels in drywall ceilings and convert drywall ceilings in Rooms 140, 143, 146, 150, and 154 from drywall to acoustic ceilings, as set forth in Exhibit H. Net change \$5,580.00
 9. Perform additional undercut of an approximately 16' x 33' x 2' area during reconstruction of the Main Entrance Drive, as set forth in Exhibit I. Net change \$2,893.00
 10. Repair an existing slip in the hillside between the Courts Building Parking Lot and the Main Entrance Drive, as set forth in Exhibit J. Net change \$6,104.00
 11. Remove existing interior floor leveling material and install new exterior concrete repair material (Quickrete Re-Cap) outside of Vestibule 146, as set forth in Exhibit K. Net change \$2,485.00
 12. Various drawing revisions including Prosecutor Suite Revisions and Door Frame / Access Control Revisions, as set forth in Exhibit L. Net change \$7,503.00

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	\$	99,675.00
The Contract Sum prior to this Change Order was	\$	6,384,175.00
The Contract Sum will be increased by this Change Order in the amount of	\$	163,199.00
The new Contract Sum including this Change Order will be	\$	6,547,374.00
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.

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 SCIESZKA	VINCENT A. COLAANNI V.P.	J.P. DUTTON / Commissioner
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
1/7/21	1-7-2021	1/6/21
DATE	DATE	DATE
		
		SIGNATURE
		Jerry Echemann / Commissioner
		PRINTED NAME AND TITLE
		1.6.21
		DATE
		
		SIGNATURE
		Joshua Meyer / Commissioner
		PRINTED NAME AND TITLE
		1/6/21
		DATE

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM
H. E. NEUMANN CO./HEALTH DEPARTMENT

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept proposal from H. E. Neumann Company in the amount of \$3,319.00 for all labor and materials necessary to install a GPS Needlepoint Bipolar Ionization system on HVAC equipment at the Health Department.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE COOPERATIVE AGREEMENT
WITH OHIO WATER DEVELOPMENT AUTHORITY (OWDA)**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Cooperative Agreement for Construction, Maintenance, and Operation of State Water Project or Wastewater Project between Ohio Water Development Authority (OWDA) and Belmont County for additional funding for the Fox Shannon Wastewater Treatment Plant upgrade, based upon the recommendation of Kelly Porter, Water and Sewer District Director.

OWDA 1/30/2020

**COOPERATIVE AGREEMENT FOR CONSTRUCTION, MAINTENANCE
AND OPERATION OF STATE WATER PROJECT OR WASTEWATER PROJECT**

THIS AGREEMENT made and entered into as of the date specified on Schedule I hereto (the “Term Sheet,” which is fully incorporated herein and made a part hereof) as the “Agreement Date,” by and between the OHIO WATER DEVELOPMENT AUTHORITY, a body corporate and politic organized and existing under the provisions of Chapter 6121 of the Revised Code of Ohio (hereinafter referred to as the “OWDA”) and the governmental body specified as the “LGA” on the Term Sheet (hereinafter referred to as the “LGA”), a governmental body organized and existing under the laws of the State of Ohio and acting pursuant to an ordinance or a resolution passed by the legislative authority thereof on the date specified on the Term Sheet as the Resolution Date;

WITNESSETH:

WHEREAS, the OWDA has been created, among other reasons, to carry forward the declared public policy of the State of Ohio to preserve, protect, upgrade, conserve, develop, utilize and manage the water resources of the state, to prevent or abate the pollution of water resources, to promote the beneficial use of waters of the state for the protection and preservation of the comfort, health, safety, convenience, and welfare, and the improvement of the economic and general welfare and employment opportunities of and the creation of jobs for the people of the state, and to assist and cooperate with other governmental agencies in achieving such purposes through the establishment, operation and maintenance of water development projects pursuant to Chapter 6121 of the Revised Code; and

WHEREAS, the water system or wastewater system (hereinafter more fully defined and referred to as the “System”) of the LGA will require the supply of services (the “Services”) for the treatment and/or transmission of drinking water (in the case of a water project) or for the treatment or disposal of wastewater (in the case of a wastewater project) from the construction, operation and maintenance of new or additional facilities (which facilities are hereafter referred to as the “Project Facilities”); and

WHEREAS, the LGA is desirous of obtaining the Services for the System in cooperation with the OWDA; and

WHEREAS, the OWDA is willing to cooperate with the LGA in obtaining such Services, and the LGA has given the OWDA reasonable assurances that the LGA will make the payments hereinafter provided for and will fulfill its other obligations hereunder; and

WHEREAS, the OWDA and LGA have determined to enter into this Agreement to set forth their respective obligations with respect to the financing, construction, operation and ownership of the Project Facilities;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

Except where the context clearly indicates otherwise, the following terms as used in this Agreement shall have the meaning ascribed to them in this Article:

DEFINITIONS RELATING TO PHYSICAL FACILITIES

(a) "Approved Application" means the application of the LGA dated as of the date specified on the Term Sheet as the "LGA Application Date," submitted to the OWDA, together with all attachments, supporting documentation, amendments and supplements thereto as approved by the OWDA on the date specified on the Term Sheet as the "OWDA Application Approval Date," together with any amendments thereto approved by the LGA and the OWDA after the date of this Agreement.

(b) "Project Facilities" means the facilities to be constructed pursuant to this Agreement as described generally in Exhibit A attached hereto and made a part hereof and more particularly described in the Approved Application together with any changes therein made pursuant to Article III hereof.

(c) "Project Site" means all land, rights-of-way, property rights, easements, franchise rights or other interests in real estate necessary for the construction and operation of the Project Facilities.

(d) "System" means the facilities of the LGA specified as the "System" on the Term Sheet.

DEFINITIONS RELATING TO COSTS

(e) "Eligible Project Costs" shall include, whether incurred before or after the date of this Agreement (but if incurred prior to the date hereof, subject to the restrictions set forth in the first proviso below), the following costs of the Project Facilities and the Project Site: the purchase price of the Project Site when acquired by purchase, or the value thereof when appropriated as found by the jury, together with the costs of the proceedings and the damages assessed in favor of any owner of the adjoining lands and interests therein, subject to the second proviso set forth below; the cost of demolishing or removing any buildings or structures on the Project Site, including the cost of acquiring any lands to which such buildings or structures may be removed, subject to the second proviso set forth below; the cost of diverting highways, interchange of highways, and access roads to private property, including the cost of easements therefor, subject to the second proviso set forth below; the costs of construction of the Project Facilities including, but not limited to, the cost of all machinery, furnishings and equipment included therein; interest on all funds disbursed by the OWDA (other than funds paid over to the OWDA by the LGA for disbursement by the OWDA) at the Contract Interest Rate from the date of disbursement by the OWDA of each portion thereof pursuant to Section 3.8 hereof to the first day of the January or the July next preceding the commencement of the Contract Period of Years based on the then existing cost allocations; engineering expenses for the Project Facilities including, but not limited to, the cost of preliminary and other surveys, the cost of preparing plans, estimates and specifications, the cost of all necessary soil and other investigations and laboratory testing, and resident engineering and inspection fees; the cost of printing and

publishing the notices and legislation required; legal expenses; administrative expenses of the OWDA in the amount of 0.35% of all Eligible Project Costs other than such administrative expenses, or \$400, whichever is the greater; any obligation for the repayment of borrowed money incurred by the LGA to the OWDA under any Cooperative Agreement for State Planning Project between the LGA and OWDA with respect to the Project Facilities, and any other necessary miscellaneous expenditures; provided, however, that Eligible Project Costs shall include costs incurred prior to the date hereof only if and to the extent that, in the opinion of nationally recognized bond counsel satisfactory to the OWDA, the payment of such costs by the OWDA would not cause the interest on any debt obligations of the OWDA to cease to be excluded from gross income for purposes of federal income taxation; and provided further, however, that Eligible Project Costs shall include costs for the acquisition of real property or interests therein (other than easements) only if the OWDA shall have received from the LGA reasonably sufficient assurances, satisfactory to the OWDA, as to environmental matters related to such real property. Notwithstanding anything contained herein to the contrary, Eligible Project Costs shall not include any commissions, fees and/or expenses which may be owed by the LGA to a broker or finder as a result of or in connection with the OWDA's agreement to pay the Eligible Project Costs to the LGA as provided herein.

DEFINITIONS RELATING TO PARTICIPATION IN COSTS

(f) "Original Loan Amount" means those Eligible Project Costs that are paid with moneys disbursed out of funds of the OWDA, which costs shall in no event exceed the amount specified on the Term Sheet as the "Maximum Original Loan Amount."

(g) "Semiannual Payment Obligation" means the amount payable semiannually by the LGA to amortize the Original Loan Amount over the Contract Period of Years with interest on the outstanding balance of the Original Loan Amount at the Contract Interest Rate. An estimate of the Semiannual Payment Obligation based on the Maximum Original Loan Amount and the Contract Interest Rate is specified on the Term Sheet beneath the Maximum Original Loan Amount.

If the Contract Period of Years commences prior to the final determination of the Original Loan Amount, the Semiannual Payment Obligation shall be based upon the best figures available at the time the computation of each semiannual payment is required to be made. When such final costs are known, the Semiannual Payment Obligation shall be recomputed and the next following semiannual payment shall be either increased or decreased by a factor sufficient to correct for any overpayment or underpayment through the date of such recomputation so that the total amount received by OWDA over the Contract Period of Years will be the same amount as would have been received had the final Original Loan Amount been used in computing the Semiannual Payment Obligation at the commencement of the Contract Period of Years. The interest during construction computed at the Contract Interest Rate shall, however, be computed based on the then existing cost allocations at the time of such computation and shall not be recomputed.

(h) "Contract Interest Rate" means the rate specified as such on the Term Sheet.

(i) "Contract Period of Years" means the period of the Contract Term specified in the Term Sheet, commencing on the date six months prior to the First Payment Date specified in the Term Sheet.

(j) "Default Rate" means a rate equal to the Contract Interest Rate plus three percentage points.

(k) "Pledged Revenues" means the revenues derived by the LGA from the ownership and operation of the System (including, without limitation, any Special Assessment Funds), net of the costs of operating and maintaining the System and paying all amounts required to be paid under any Mortgage, Indenture of Mortgage, Trust Agreement or other instrument heretofore or hereafter entered into by the LGA to secure debt obligations heretofore or hereafter issued or incurred by the LGA for the System.

(l) "Special Assessment Funds" means the proceeds from the special assessments to be hereafter levied, if any, by the LGA to pay all or a portion of the cost of the Project.

ARTICLE II - PROPERTY INTERESTS IN PROJECT SITE AND PROJECT FACILITIES AND RIGHTS OF ACCESS THERETO

Section 2.1. All real estate and interests in real estate and all personal property constituting the Project Facilities and the Project Site shall be acquired by and shall be the property of the LGA.

Section 2.2. The LGA agrees that the OWDA and its duly authorized agents shall have the right at all reasonable times to enter upon the Project Site and Project Facilities and to examine and inspect the same. The LGA further agrees that the OWDA and its duly authorized agents shall have such rights of access to the Project Site and Project Facilities as may be reasonably necessary to enable the OWDA to exercise its rights pursuant to Section 5.8 hereof.

ARTICLE III - ACQUISITION OF PROJECT SITE, CONSTRUCTION OF PROJECT FACILITIES AND PAYMENT OF COSTS THEREOF

Section 3.1. Subject to the terms and conditions of this Agreement, the LGA shall do all things necessary to construct the Project Facilities on the Project Site (which the LGA hereby represents has been acquired by the LGA) by means of the construction contract(s) specified on Exhibit B hereto. The LGA shall use its best efforts to cause the Project Facilities to be fully operational by the date specified on the Term Sheet as the "Operational Date."

In connection with the construction of the Project Facilities, the LGA agrees that:

(a) The construction contract(s) will provide that the representatives of the OWDA will have access to the work whenever it is in preparation or progress and that the contractor will provide proper facilities for such access and inspection.

(b) The construction of the Project Facilities on the Project Site will be performed in compliance with all applicable federal, state and local environmental laws and regulations in effect as of the date hereof.

(c) All laborers and mechanics employed on the Project Facilities shall be paid at the prevailing rates of wages of laborers and mechanics for the class of work called for by the Project Facilities, which wages shall be determined in accordance with the requirements of Chapter 4115, Ohio Revised Code, for determination of prevailing wage rates.

(d) Prior to the commencement of construction, the LGA will arrange and conduct a preconstruction conference to include representatives of the OWDA, the LGA and the consulting or resident engineers of the LGA and each contractor.

(e) Each construction contract and contractor's estimate form will be prepared so that materials and equipment furnished to the LGA may be readily itemized.

(f) All requests submitted by the LGA for the payment or reimbursement of incurred Eligible Project Costs shall include evidence of the costs incurred and will be prepared so that such costs may be readily itemized.

(g) Any change or changes in a construction contract that would increase the contract price by an amount in excess of one percent (1%) or any change or changes regardless of cost that substantially modify the processes contemplated to be performed by the Project Facilities will be submitted to the OWDA for prior approval.

(h) Notification of all change orders not requiring prior approval of the OWDA will be submitted to the OWDA within one (1) month of the time at which they are ordered by the resident or consulting engineer of the LGA.

(i) The construction of the Project Facilities, including the letting of contracts in connection therewith, will conform to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(j) The LGA will proceed expeditiously with, and complete, the Project Facilities in accordance with the Approved Application and any surveys, plans, profiles, cross sections and specifications or amendments thereto approved by the Director of Environmental Protection of Ohio.

(k) Notwithstanding anything contained herein to the contrary, the obligation of the OWDA to pay Eligible Project Costs pursuant to the terms and conditions of this Agreement shall expire three (3) years from the date hereof. Upon the expiration of the aforesaid period of years, the OWDA shall not be obligated to pay any additional Eligible Project Costs to the LGA hereunder. In the event that the OWDA, in its sole discretion, decides to pay additional Eligible Project Costs after the expiration of its obligation to do so hereunder, it shall so notify the LGA. No such decision by the OWDA to pay any additional Eligible Project Costs hereunder shall be deemed to constitute an extension of its obligation to pay Eligible Project Costs hereunder.

Except as otherwise provided in this Agreement, the LGA shall have the sole and exclusive charge of all details of the construction of the Project Facilities.

Section 3.2. The LGA shall keep accurate records of the Eligible Project Costs. The LGA shall permit the OWDA, acting by and through the Executive Director of the OWDA or his authorized representatives, to inspect all books, documents, papers and records relating thereto at any and all reasonable times for the purpose of audit and examination, and the LGA shall submit to the OWDA such documents and information as they may reasonably require in connection therewith.

Section 3.3. The LGA shall require that each construction contractor shall furnish a performance and payment bond in an amount at least equal to one hundred percent (100%) of the contractor's contract price as security for the faithful performance of the contractor's contract.

Section 3.4. The LGA shall require that each of its contractors and all subcontractors maintain during the life of their contracts Workers' Compensation Insurance, Public Liability, Property Damage, and Vehicle Liability Insurance, in amounts and on terms that comply with all applicable legal requirements and that are commercially reasonable. Until the Project Facilities are completed and accepted by the LGA, the LGA or (at the option of the LGA) the contractor shall maintain Builders Risk Insurance (fire and extended coverage) on a one hundred percent (100%) basis (completed value form) on the insurable portion of the Project Facilities for the benefit of the OWDA, the LGA, the prime contractor, and all subcontractors, as their respective interests may appear.

Section 3.5. The LGA shall provide and maintain competent and adequate resident engineering services satisfactory to the OWDA covering the supervision and inspection of the development and construction of the Project Facilities and bearing the responsibility of ensuring that construction conforms with the approved surveys, plans, profiles, cross sections and specifications and certifying to the OWDA and the LGA at the completion of construction that construction is in accordance with the approved surveys, plans, profiles, cross sections and specifications or approved amendments thereto.

Section 3.6. Subject to the terms and conditions of this Agreement, the Eligible Project Costs shall be paid by the OWDA. In the event this Agreement is terminated by the OWDA pursuant to, and not in breach of, the provisions of this Agreement, or by subsequent agreement of the parties, or in the event this Agreement is terminated by the LGA, whether or not in breach of the Agreement, the Eligible Project Costs incurred prior to the date of the commencement of the construction of the Project Facilities or the date of such termination, whichever is earlier, shall be paid by the LGA. If such termination takes place following the date of the commencement of the construction of the Project Facilities, all Eligible Project Costs incurred following such commencement date and prior to the date of termination, with the exception of all costs attributable to the acquisition of the Project Site, shall be borne by: (1) the LGA if this Agreement is terminated at such time by the LGA; or (2) by the OWDA if this Agreement is terminated at such time by the OWDA, but in any event, all costs attributable to the acquisition of the Project Site shall be borne by the LGA. Any moneys paid by either party hereto pursuant to this Agreement which become the obligation of the other party under the

provisions of this Section shall be repaid in not more than three (3) years after termination with interest on the outstanding balances at the Contract Interest Rate.

Section 3.7. The OWDA may decline to deliver any further certificates of availability of funds pursuant to Section 3.8 hereof from and after any determination by the OWDA that any information furnished to the OWDA, in writing or otherwise, in connection with the LGA's application for the transactions contemplated by this Agreement was false or misleading in any material respect or that such information omitted any other information needed to make the information furnished not false or misleading in any material respect.

Section 3.8. Subject to Section 3.7 hereof, the OWDA shall deliver to the LGA a certificate, certifying that moneys in the amount necessary to pay the Eligible Project Costs obligated or to be obligated up to the Maximum Original Loan Amount are available or are in the process of collection and have been encumbered by the Authority. When such Eligible Project Costs have been incurred and payment requested from the OWDA by the LGA in form and detail satisfactory to the OWDA, the OWDA shall cause to be delivered checks in payment of the invoices, demands for payment, approved contractors' estimates or other evidence of cost incurrence to the persons or entities entitled to payment in conformity with the encumbrance of funds set forth to pay such obligated Eligible Project Costs.

Section 3.9. The LGA represents and agrees that it will not seek or obtain alternative funding for the Eligible Project Costs of the Project Site and the Project Facilities without the prior written consent of the OWDA. The LGA acknowledges that the OWDA may inform potential and actual investors of bonds issued by the OWDA regarding the details of this Agreement, and that such investors may make an investment decision based on this Agreement.

Section 3.10. Upon completion of the Project Facilities, the LGA shall make a full and complete accounting to the OWDA of the final Eligible Project Costs.

ARTICLE IV - PAYMENTS BY LGA

Section 4.1. Subject to the further provisions hereinafter set forth, the LGA agrees to and shall pay semiannually on January 1 and July 1 of each year of the Contract Period of Years, commencing on the First Payment Date (each such date a "Due Date"), to the OWDA, but solely from the Pledged Revenues, the Semiannual Payment Obligation. In the event that the LGA pays less than the full amount due hereunder on any Due Date, then the amount so paid shall be applied first to interest payable hereunder, then to any late charges payable hereunder, and then to the Original Loan Amount payable hereunder. The LGA acknowledges and agrees that the OWDA afforded the LGA the opportunity to choose between a schedule of payments based on equal principal payments and one based on equal debt service payments and that the estimated Semiannual Payment Obligation shown on the Term Sheet reflect the choice of the LGA.

The obligation of the LGA to pay the charges set forth shall not be assignable, and the LGA shall not be discharged therefrom, without the prior written consent of the OWDA. In the event that services supplied by the Project Facilities or any other portion of the System shall cease or be suspended for any reason, the LGA shall continue to be obligated to pay the charges

pursuant to this Section 4.1, but solely from the Pledged Revenues. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 5th day after the Due Date, the amount of such default shall bear interest at the Default Rate from the Due Date until the date of the payment thereof. Interest at the Default Rate shall be calculated for the actual number of days of default from the Due Date until payment on the basis of a 360 day year. If the LGA does not pay any of the charges set forth in this Section 4.1 on or before the 30th day after the Due Date, in addition to the interest calculated at the Default Rate, a "late charge" of one percent (1%) on the amount of each default shall also be paid to the OWDA by the LGA from the Pledged Revenues for failure to make the payment as provided herein. Thereafter, for each additional thirty (30) days during which the charges remain unpaid, the LGA shall continue to pay from the Pledged Revenues an additional late charge of one percent (1%) on the amount of such default until such charges are paid. In no event shall the OWDA collect interest or late charges in excess of the maximum amount permitted by law. In addition to the foregoing, in the event of a default as aforesaid, all of the costs incurred by the OWDA in curing such default including, but not limited to, court costs and attorney fees, shall (to the extent not previously repaid to the OWDA and to the fullest extent permitted by law) be paid as part of the Eligible Project Costs hereunder and be repaid by the LGA to the OWDA as part of the Original Loan Amount.

Anything in this Agreement to the contrary notwithstanding, neither the general resources of the LGA shall be required to be used, nor shall the general credit of the LGA be pledged for the performance of any duty under this Agreement, but any payment to be made under this Agreement shall be required to be made only from the Pledged Revenues, which are hereby pledged to such payment; provided, however, that, if otherwise lawful, nothing herein shall be deemed to prohibit the LGA from using, of its own volition, any of its general resources for the fulfillment of any of the terms and conditions of this Agreement.

Section 4.2. It is agreed that, no later than June 15 and December 15 of each year of the Contract Period of Years, the OWDA shall invoice the LGA for the sum payable by the LGA pursuant to Section 4.1 and that payment of each such invoice shall be made by the LGA to the OWDA not later than the first day of the following month. No failure by the OWDA to send any such invoice and no failure by the LGA to receive any such invoice shall relieve the LGA from its obligation to pay the amount due hereunder on the applicable Due Date.

Section 4.3. The LGA hereby agrees that: (a) from and after the completion and placement into operation of the Project Facilities, it will at all times prescribe and charge such rates for the services of the System as shall result in Pledged Revenues at least adequate to provide for the payments required by Section 4.1 hereof and shall from time to time at the request of the Authority cause a study of the sufficiency of the LGA's rates for that purpose to be done by an independent expert acceptable to the OWDA; (b) the LGA will furnish to the OWDA annually reports of the operation and income of the System and also an annual report of the accounts and operations of the System and such other documents as the OWDA may reasonably request in order to respond to requests for documentation from rating agencies or providers or potential providers of credit enhancement for debt obligations of the OWDA, and the LGA will permit the authorized agent of the OWDA to inspect all records, accounts and data of the System at all reasonable times; and (c) that the LGA will segregate the revenues, funds and properties of the System from all other funds and properties of the LGA. All of the obligations under this

Section are hereby established as duties specifically enjoined by law and resulting from an office, trust or station upon the LGA within the meaning of Section 2731.01 of the Ohio Revised Code.

Section 4.4. If the LGA pays all or any portion of the Semiannual Payment Obligation from Special Assessment Funds and if any payor of the Special Assessment Funds elects to pay the special assessments in a one-time, lump-sum payment in lieu of having the special assessments certified to the appropriate county auditor for periodic collection, then the LGA may elect to apply the amount of such payment to a reduction of the Original Loan Amount by including that amount with its next payment of the Semiannual Payment Obligation pursuant to Section 4.1 hereof, accompanied by a written notice to the Authority identifying the amount so included and directing the Authority so to apply that amount. Upon the receipt of such payment and notice, the Authority shall recompute the remaining payments of the Semiannual Payment Obligation based on the reduced Original Loan Amount and shall notify the LGA in writing of the reduced amount of the remaining payments.

Section 4.5. In order to enable the OWDA to comply with the requirements of federal securities laws (including, without limitation, Rule 10b-5 and Rule 15c2-12 ("Rule 15c2-12") each promulgated by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended), the LGA agrees to prepare and file with the OWDA or, at the direction of the OWDA, to file with the Municipal Securities Rulemaking Board ("MSRB") through the EMMA System (as defined below), any annual financial information or material events disclosures that the OWDA may determine it requires to achieve such compliance. The LGA consents to the OWDA's incorporation by reference into OWDA official statements or other OWDA filings with the MSRB of any official statements or portions thereof, financial statements, or other documents that the LGA may have filed or may file with the MSRB. In the event the LGA fails to prepare any financial statement or other financial information that this Section requires the LGA to prepare and file with or at the direction of the OWDA, then the OWDA shall have the right (in addition to any other rights it may have to enforce the obligations of the LGA hereunder) to inspect all records, accounts and data of the System and cause the preparation of the required financial statement or information and to employ such professionals as it may reasonably require for that purpose, and to be reimbursed from any available Pledged Revenues for the costs of its doing so. This Section shall not be construed to limit the generality of Section 4.3 hereof. For purposes of this Section 4.7, "EMMA System" shall mean the Electronic Municipal Market Access system of the MSRB for use in the collection and dissemination of information, which system the SEC has stated to be consistent with its Rule 15c2-12. Currently, the website address for EMMA is emma.msrb.org. The LGA acknowledges that the OWDA is not responsible for any of the LGA's required filings under Rule 15c2-12 related to other indebtedness of the LGA, including, but not limited to, as to whether this Agreement is considered a "Financial Obligation" under Rule 15c2-12.

ARTICLE V - MAINTENANCE, OPERATION, INSURANCE AND CONDEMNATION

Section 5.1. The LGA agrees that during the Contract Period of Years that: (a) it will, subject to its right to contest in good faith the issue of non-compliance, operate the Project

Facilities and the System, or cause them to be operated, in compliance with all applicable federal, state and local environmental laws and regulations in effect during such period, and (b) it will, subject to its right to discontinue use or operation of the Project Facilities or the System or any part thereof in accordance with this Agreement, keep the Project Facilities and the System, including all appurtenances thereto and the equipment and machinery therein, or cause them to be kept, in good repair and good operating condition so that the completed Project Facilities and System will continue to operate with substantially the same efficiency as when first constructed.

The LGA shall have the privilege of making additions, modifications and improvements to, making deletions from and discontinuing the use or operation of all or any part of, the Project Site, the Project Facilities, and the System from time to time; provided, that the cost of any additions, modifications and improvements shall be paid by the LGA, and the same shall be the property of the LGA and be included under the terms of this Agreement as part of the Project Site or the Project Facilities, as the case may be, and the System; and provided further that the LGA shall make no modification to, make any deletion from or discontinue the use or operation of all or any part of, the Project Site, the Project Facilities, or the System, the result of which would be a material decrease in the Pledged Revenues without first obtaining the written consent of the OWDA thereto.

Section 5.2. The LGA agrees that it will commence, or will cause to be commenced, operation of the Project Facilities immediately upon the completion of the construction thereof and the receipt of any governmental approvals required for the commencement of their operation, and will not discontinue operation of the Project Facilities or any other part of the System without meeting all conditions to and requirements for such discontinuance imposed by law and this Agreement. The LGA agrees that it will provide adequate operation and maintenance of the Project Facilities and the System to comply with all applicable water quality standards established for the river basin served by the Project Facilities and with all applicable rules and regulations of the Director of Environmental Protection of Ohio. The LGA agrees that sufficient qualified operating personnel will be retained by the LGA to operate the Project Facilities and the System, or will be required to be obtained by any independent contractor engaged by the LGA to operate the Project Facilities and the System or any portion thereof, and that all operational tests and measurements necessary to determine compliance with the preceding sentence will be performed to insure proper and efficient operation and maintenance of the Project Facilities and each other part of the System until the end of the Contract Period of Years or the discontinuance of the operation of the Project Facilities or of such other part of the System in accordance with Section 5.1 and this Section 5.2.

The LGA will permit the OWDA and its agents to have access to the records of the LGA pertaining to the operation and maintenance of the Project Facilities and the System at any reasonable time.

Section 5.3. The LGA agrees to insure, or cause to be insured, the Project Facilities and the System in such amounts as similar properties are usually insured by political subdivisions similarly situated, against loss or damage of the kinds usually insured against by political subdivisions similarly situated, by means of policies issued by reputable insurance companies duly qualified to do such business in the State of Ohio.

Section 5.4. Any insurance policy issued pursuant to Section 5.3 hereof shall be so written or endorsed as to make losses, if any, payable to the OWDA and the LGA as their respective interests may appear. Each insurance policy provided for in Sections 5.3 and 5.6 hereof shall contain a provision to the effect that the insurance company shall not cancel the same without first giving written notice thereof to the OWDA and the LGA at least ten (10) days in advance of such cancellation.

Section 5.5. The net proceeds of the insurance carried pursuant to the provisions of Sections 5.3 and 5.6 hereof shall be applied as follows: (i) the net proceeds of the insurance required in Section 5.3 hereof shall be applied as provided in Section 5.9 hereof, and (ii) the net proceeds of the insurance required in Section 5.6 hereof shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds may be paid.

Section 5.6. The LGA agrees that it will carry, or will cause to be carried, public liability insurance with reference to the Project Facilities with one or more reputable insurance companies duly qualified to do business in the State of Ohio, in minimum amounts of \$500,000 for the death of or personal injury to one person and \$1,000,000 for personal injury or death for each occurrence in connection with the Project Facilities and \$500,000 for property damage for any occurrence in connection with the Project Facilities. The OWDA shall be made an additional insured under such policies.

Section 5.7. Throughout the Contract Period of Years, the LGA shall maintain Workers' Compensation Coverage or cause the same to be maintained in accordance with state law.

Section 5.8. In the event the LGA shall fail to maintain, or cause to be maintained, the full insurance coverage required by this Agreement or shall fail to keep, or cause to be kept, the Project Facilities in good repair and operating condition, or shall fail to operate, or cause to be operated, the Project Facilities in accordance with Section 5.2 hereof, the OWDA may (but shall be under no obligation to) take out the required policies of insurance and pay the premiums on the same or may make such repairs or replacements as are necessary or may hire the necessary operating personnel to insure compliance with Section 5.2 and provide for payment thereof; and all amounts so advanced therefor by the OWDA shall become an additional obligation of the LGA to the OWDA which amounts, together with interest thereon at the Contract Interest Rate or at the rate of eight per centum (8%) per annum, whichever is greater, from the date thereof, the LGA agrees to pay.

Section 5.9. If prior to the completion of the Contract Period of Years the Project Facilities shall be damaged or partially or totally destroyed by fire, flood, windstorm or other casualty, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and the LGA will (i) promptly repair, rebuild or restore the property damaged or destroyed, and (ii) apply for such purpose so much as may be necessary of any net proceeds of insurance policies resulting from claims for such losses as well as any additional moneys of the LGA necessary therefor. All net proceeds of insurance resulting from claims for such losses shall be paid to the LGA.

Section 5.10. In the event that title to or the temporary use of the Project Site the Project Facilities, or the System, or any part thereof, shall be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, there shall be no abatement or reduction in the amounts payable by the LGA pursuant to Section 4.1 hereof, and any net proceeds received from any award made in such eminent domain proceedings shall be paid to and held by the LGA in a separate condemnation award account and shall be applied by the LGA in either or both the following ways as shall be determined by the LGA:

(a) The restoration of the facilities of the System to substantially the same condition as they existed prior to the exercise of said power of eminent domain, or

(b) The acquisition of additional real estate, if necessary, and facilities, by construction or otherwise, equivalent that, when added to the remaining real estate and facilities of the System, will cause the System to be substantially the equivalent of the System as it existed prior to the exercise of said power of eminent domain, which real estate and facilities shall be deemed a part of the Project Site or the Project Facilities, as the case may be, and the System, without the payment of any amounts other than herein provided, to the same extent as if such real estate and facilities were specifically described herein.

Any balance of the net proceeds of the award in such eminent domain proceedings shall be paid to the LGA upon delivery to the OWDA of a certificate signed by an authorized officer of the LGA that the LGA has complied with either paragraph (a) or (b), or both, of this Section. The OWDA shall cooperate fully with the LGA in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System, or any part thereof. In no event will the LGA voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project Site, the Project Facilities, the System or any part thereof without the written consent of the OWDA.

ARTICLE VI - REPRESENTATIONS AND AGREEMENTS
OF THE LGA IN REGARD TO ENVIRONMENTAL MATTERS;
EVENTS OF DEFAULT AND REMEDIES THEREFOR;
INDEMNIFICATION

Section 6.1. The LGA hereby represents that:

(a) It is, and the LGA hereby covenants that it shall remain, in compliance with all applicable federal, state and local environmental laws and regulations applicable to the System during the Contract Period of Years, subject to its right to contest in good faith the issue of non-compliance;

(b) There is no litigation or administrative action or proceeding pending or, to the best of its knowledge, threatened against the LGA, alleging a violation of any federal, state or local environmental law or regulation applicable to the System except as set forth in the attached;

(c) No judgment or consent order has been rendered against it, nor is it a party to any agreement, which consent order, judgment or agreement imposes, will impose or has imposed any fines or monetary penalties for the violation of any federal, state or local environmental law or regulation applicable to the System that have not been paid in full except as set forth in the attached; and

Section 6.2. The LGA agrees that each of the following shall be an event of default ("Event of Default") under this Agreement:

(a) The LGA shall fail to make any payment to the OWDA required pursuant to this Agreement when the same is due and payable, including, without limitation, any amount due and payable pursuant to Article IV hereof; or

(b) The LGA shall fail to observe and perform any other obligations, agreements or provisions herein, which failure shall continue for thirty (30) days after receipt of written notice thereof from the OWDA; provided, however, that such failure shall not constitute an Event of Default under this Agreement if the LGA demonstrates both of the following to the satisfaction of the OWDA: i) cure of such failure cannot be effected within thirty (30) days; and ii) the LGA is taking all reasonably necessary actions to cure such failure with all deliberate speed.

(c) Any representations made by the LGA in Section 6.1. shall at any time during the Contract Period of Years prove to be false.

Section 6.3. Whenever an Event of Default shall have happened and be subsisting, the OWDA may exercise any and all rights and remedies for the enforcement of the obligations of the LGA hereunder. In addition to any other rights or remedies provided herein, by law or otherwise, the OWDA may:

(a) declare the full amount of the then unpaid Original Loan Amount to be immediately due and payable;

(b) to the extent permitted under any judgment, consent order or agreement affecting the LGA, require the LGA to agree to subordinate the payment of any fines or penalties imposed for the violation of any federal, state or local environmental law or regulation applicable to the System to the payment of the Original Loan Amount and the interest and any late charges due thereon, and the LGA hereby agrees to use its best efforts to effect such subordination.

Section 6.4. No right or remedy conferred upon the OWDA under Section 6.3 hereof is intended to be exclusive of any other right or remedy given herein, by law or otherwise. Each right or remedy shall be cumulative and shall be in addition to every other remedy given herein, by law or otherwise.

Section 6.5. The LGA releases the OWDA from, agrees that the OWDA shall not be liable for, and agrees, to the fullest extent permitted by law, to hold the OWDA, its officers, employees and agents harmless against, any loss or damage to property, or any loss or injury to or death of any person, or any other loss or damage, that may be occasioned by any cause whatsoever pertaining to the System, the Project Facilities, or the use thereof; provided that such

indemnity under this Section shall not be effective for damages that result from negligent or intentional acts of the OWDA, its officers, employees and agents. The LGA further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWDA and its officers, employees and agents against and from any and all cost, liability, expenses and claims arising from any breach or default on the part of the LGA in the performance of any covenant or agreement on the part of the LGA to be performed pursuant to the terms of this Agreement, arising from the acquisition, construction, installation, or improvement of the Project Facilities or arising from any act or negligence of or failure to act by the LGA, or any of its agents, contractors, servants, employees or licensees, or arising from any accident, injury or damage whatsoever caused to any person, firm, or corporation resulting from the Project Facilities or the System (other than any accident, injury, or damage that results from negligent or intentional acts of the OWDA, its officers, employees and agents), and from and against all cost, liability and expenses incurred in or in connection with any such claim or action, arbitration or proceeding brought thereon.

In case any action or proceeding be brought against the OWDA by reason of any claim described in this Section, the OWDA agrees to cause written notice of such action or proceeding to be given to the LGA, and the LGA upon notice from the OWDA covenants to resist or defend such action or proceedings at the LGA's expense including all legal and other expenses (including reasonable attorneys' fees).

Section 6.6 Each party agrees that the venue of any suit, action or proceedings relating to this Agreement will be the courts of the County of Franklin, Ohio or the Ohio Supreme Court, and each party irrevocably waives any objection that it may have to that venue and waives any right to trial by jury for any such suit, action or proceedings.

ARTICLE VII - PRIVATE BUSINESS USE RESTRICTIONS

Section 7.1. The LGA acknowledges that the OWDA may issue tax-exempt bonds to provide the funds to meet OWDA's obligations with regard to funding the applicable program and that the maintenance of the tax-exempt status of any such bonds will depend, in part, on the LGA's compliance with the provisions of this Agreement. Accordingly, the LGA agrees as follows:

(a) That it shall take no action that would cause bonds issued by the OWDA, the proceeds of which could fund this Agreement (the "OWDA Bonds") to fail to qualify as tax-exempt bonds, nor omit to take any action necessary to maintain such status;

(b) That it shall take any action that the OWDA reasonably may request it to take to maintain the status of the OWDA Bonds as tax-exempt bonds;

(c) That, to assure that the OWDA Bonds will not be or become "private activity bonds" within the meaning of 26 U.S.C.A. Section 141 of the Internal Revenue Code of 1986, as amended:

(i) The LGA shall not permit, at any time ten percent (10%) or more (in the aggregate) of that portion of the Project Facilities to be financed with funds borrowed from the OWDA hereunder (the "OWDA Funds") to be used by any person or persons for any private business use (as hereinafter defined) while at the same time the payment of principal of, or the interest on, the OWDA Funds is directly or indirectly (A) secured by any interest in (1) property used or to be used for a private business use or (2) payments made with respect to such property or (B) derived from (1) payments with respect to such property (whether or not made to the OWDA) or (2) borrowed money used or to be used for private business use.

(ii) No portion of the OWDA Funds will be used to make or finance loans to persons other than other governmental units.

For purposes of this Agreement, "private business use" means use (directly or indirectly) in a trade or business carried on by any person other than a governmental unit (as hereinafter defined). Use of any Project Facility or Project Site as a member of the general public will not be considered a private business use. Any activity carried on by a person other than a natural person shall be treated as a trade or business. Use by an organization which qualifies under 26 U.S.C.A. Section 501(c)(3) of the Internal Revenue Code of 1986, as it may be amended from time to time, shall be considered a private business use.

For purposes of this Agreement, "governmental unit" means a political subdivision within the United States, including any political subdivision within the State of Ohio, but does not mean the United States or any of its governmental branches, departments or agencies.

If there is any question about the application of the foregoing restrictions relating to private business uses or loans, the LGA agrees to immediately write the OWDA requesting assistance prior to entering into any agreement which may be prohibited as provided herein.

(iii) The LGA shall not re-loan, directly or indirectly, any portion of the amounts advanced to it under this Agreement to any person;

(d) That, to assure that the OWDA Bonds will not be or become "arbitrage bonds" within the meaning of 26 U.S.C.A. Section 148 of the Internal Revenue Code of 1986, as amended, the LGA, except upon the prior written consent of the OWDA, shall not create or permit to exist any fund pledged to, or expressly reserved exclusively for, the payment of amounts payable by the LGA hereunder.

Section 7.2. The OWDA shall not be required to, and shall not, consent to any action by the LGA referred to in Section 7.1 unless it first shall have received an opinion of nationally recognized bond counsel to the effect that the consummation of the transaction or

transactions contemplated by such action will not adversely affect the tax-exempt status of the OWDA bonds.

Section 7.3. If the LGA shall have any question about the application of Section 7.1., in the particular circumstances faced by it at any time during the term of this Agreement, it shall immediately inform the OWDA of the circumstances and request the OWDA's assistance to resolve any such questions, to the end that the tax-exempt status of the OWDA Bonds and of the OWDA's bonds would be preserved.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

Section 8.1. Any invoice, accounting, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by regular, registered or certified mail, postage prepaid, or delivered personally, and

(i) in the case of the OWDA, is addressed to or delivered personally to the OWDA at:

The Ohio Water Development Authority
480 South High Street
Columbus, OH 43215

and

(ii) in the case of the LGA, is addressed to or delivered personally to the LGA at the address listed on the Term Sheet as the "LGA Notice Address," or at such other addresses with respect to either such party as that party may from time to time, designate in writing and forward to the other as provided in this Section.

Section 8.2. Any approval of the OWDA required by this Agreement shall not be unreasonably withheld and shall be deemed to have been given on the thirtieth day following the submission of the matter requiring approval to the Executive Director of the OWDA unless disapproved in writing prior to such thirtieth day. Any provision of the Agreement requiring the approval of the OWDA or the satisfaction or evidence of satisfaction of the OWDA, shall be interpreted as requiring action by the Executive Director of the OWDA granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise.

Section 8.3. Upon request of the OWDA, the LGA agrees to execute the information report required by Section 149 of the Internal Revenue Code of 1986, as it may be amended from time to time, with respect to this Agreement, such form to be completed by the OWDA on the basis of information provided by the LGA. The LGA hereby agrees that the OWDA may file such information report for and on behalf of the LGA with the Internal Revenue Service.

Section 8.4. This Agreement is made subject to, and conditional upon, the approval of this Agreement as to form by the General Counsel of the OWDA and upon the certification of availability of funds as provided in Section 3.8 hereof.

Section 8.5. This Agreement shall become effective as of the date first set forth hereinabove and shall continue in full force and effect until all obligations of the LGA under Section 4.1 hereof have been fully satisfied.

Section 8.6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and to any person, office, board, department, agency, municipal corporation, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Agreement shall not be assigned by the LGA without the prior written consent of the OWDA. The OWDA, at its option, may assign this Agreement without the consent of the LGA. All references to the Environmental Protection Agency of the United States of America or to the Director of Environmental Protection of the State of Ohio or to any offices or divisions of either shall include any successors thereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

APPROVED AS TO FORM

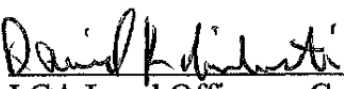
OHIO WATER DEVELOPMENT
AUTHORITY

OWDA General Counsel

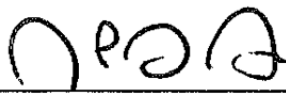
By: _____
OWDA Executive Director

APPROVED AS TO FORM

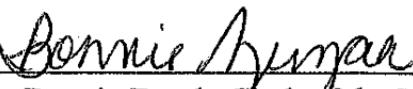
LGA: Belmont County



LGA Legal Officer or Counsel
David K. Liberati
Assistant Prosecuting Attorney

By: 

J.P. Dutton, President Board of
Belmont County Commissioners

By: 

Bonnie Zuzak, Clerk of the Board

Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked how optimistic the board is regarding 2021 and for an update on the ethane cracker plant and East Ohio hospital reopening. Mr. Dutton said he is pretty optimistic for 2021. There are portions of the local economy that he was hopeful would be doing better. He said it has been difficult working through this year economically with the pandemic, there are still areas that are struggling. “In general, when you consider what we have been through in the last nine months, I think it is a testament to a lot of small businesses that business is continuing. We continue to hear some positives from some businesses in terms of how they operated this year. I think, all in all, despite this year, I think there are reasons to be optimistic,” said Mr. Dutton. He added there will be a lot to look forward to in 2021 with what the county is engaged with. There will be projects breaking ground for water and sewer which will be a lot of contractors doing work and employing individuals to do that work. The Belmont County Engineer anticipates a lot of activity in his department for 2021. Mr. Dutton said they feel optimistic about the PTT project due to a lot of positive steps in 2020. The county finalized a local agreement with PTT in March. PTT also finalized their ethane storage contract with Mountaineer Storage in Monroe County and they finalized natural gas supply with Range Resources. He noted the board remains in contact with the project team. Mr. Dutton said a lot of work is being done to get East Ohio opened and it will be a welcome addition when it’s back in operation.

Mr. Hord also inquired about the jail overcrowding issue. Mr. Dutton said they are still considering jail expansion. There is too much data over an extended period of time showing we are not at a level that we can sustain long term. He said the board is working with Sheriff Lucas and a consulting firm on what the needs are. Mr. Dutton said the PTT decision also plays a role. Local officials have talked to officials in Beaver County, PA, where a similar facility is located of the impact on local law enforcement.

Mr. Hord asked how the oil and gas industry was doing in Belmont County. Mr. Dutton said operations are still continuing and we should see additional work in 2021.

RECESS

2021 Annual Appropriations

Present: Jaclynn Smolenak and Lisa Vannoy, Assistant Clerks

Mr. Dutton said a lot of work goes into preparing the annual appropriation, especially at the end of the year. He thanked the staff for the work put into it, particularly Jaclynn Smolenak (Assistant Clerk/Accounts Payable) and Lisa Vannoy (Assistant Clerk). He said the CARES Act funding was very welcome, but it did add extra work at the end of the year. When the pandemic started in the Spring the Commissioners alerted all other Department Heads and Elected Officials to be cautious since we didn’t know what was going to happen with funding. There was a lot of discussion across the state regarding layoffs and furloughs and what budget impacts would be. Mr. Dutton said that didn’t come to pass here. The Commissioners worked very closely with the Auditor’s office throughout the year. He said the same amount is going to be appropriated in 2021 as in 2020. “We are very proud of that. I think county government is very strong in spite of what has been going on,” said Mr. Dutton. He added they paid down debt last year and are in a good position to continue to pay down the existing debt the county has. They can start looking at some projects that were postponed in 2020 because of the uncertainty. Mr. Echemann said he felt it was quite an accomplishment to appropriate the same amount with all of the challenges. Mr. Meyer said the board’s conservative approach from the last two to three budget cycles helped, along with the CARES Act funding to get through 2020.

2021
ANNUAL APPROPRIATION RESOLUTION
O.R.C. 5705.38

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 6th day of January 2021, at the office of the Commissioners with the following members present:

J. P. Dutton, President
Jerry Echemann, Vice- President
Josh Meyer

Mr. Dutton moved the adoption of the following Resolution:
Be it resolved by the Board of County Commissioners of Belmont County, Ohio, that to provide for the current expenses and other expenditures of said County, during the fiscal year ending December 31, 2021, the following sums be and the same are hereby set aside and appropriated for the several purposes for which expenditures are to be made for and during said fiscal year, as follows, vis.:
That there be appropriated from the GENERAL FUND: \$22,800,000.

Fund A00 GENERAL FUND		2021 Original Appropriation
Department 0010 AUDITOR		
Account Number	Account Name	
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Fund A00 GENERAL FUND		
Fiscal Year 2021		
Department 0010 AUDITOR		
Expenses		
E-0010-A001-B01.001		
SALARY-OFFICIALS		84,584.00
Expenses Total		84,584.00
AUDITOR Dept Total		84,584.00
Department 0011 AUDITOR		
Expenses		
E-0011-A001-B02.002		
SALARIES-EMPLOYEES		418,000.00
E-0011-A001-B03.010		
SUPPLIES		12,164.55
E-0011-A001-B05.012		
COMPUTER		145,000.00

E-0011-A001-B08.000		
ADVERTISING AND PRINTING		4,000.00
E-0011-A001-B09.003		
P.E.R.S.		70,370.00
Expenses Total		649,534.55
AUDITOR Dept Total		649,534.55
Department 0012 AUDITOR PERSONAL PROPERTY		
Expenses		
E-0012-A001-B12.002		
SALARIES-EMPLOYEES		35,360.00
E-0012-A001-B14.003		
P.E.R.S.		5,000.00
Expenses Total		40,360.00
AUDITOR PERSONAL PROPERTY Dept Total		40,360.00
Department 0013 AUDITOR REAL PROPERTY		
Expenses		
E-0013-A001-B16.002		
SALARIES-EMPLOYEES		90,000.00
E-0013-A001-B18.003		
P.E.R.S.		12,600.00
Expenses Total		102,600.00
AUDITOR REAL PROPERTY Dept Total		102,600.00
Department 0020 CLERK OF COURTS		
Expenses		
E-0020-A002-E01.001		
SALARY-OFFICIAL		65,813.00
Expenses Total		65,813.00
CLERK OF COURTS Dept Total		65,813.00
Department 0021 CLERK OF COURTS		
Expenses		
E-0021-A002-E02.002		
SALARIES-EMPLOYEES		218,000.00
E-0021-A002-E09.003		
P.E.R.S.		32,000.00
Expenses Total		250,000.00
CLERK OF COURTS Dept Total		250,000.00
Department 0030 COUNTY AND MUNICIPAL COURTS		
Expenses		
E-0030-A002-G01.001		
SALARY-OFFICIALS		114,000.00
Expenses Total		114,000.00
COUNTY AND MUNICIPAL COURTS Dept Total		114,000.00
Department 0040 COUNTY AND MUNICIPAL COURTS		
Expenses		
E-0040-A002-G02.002		
SALARIES-EMPLOYEES		523,330.09
E-0040-A002-G08.003		
P.E.R.S.		73,500.00
Expenses Total		596,830.09
COUNTY AND MUNICIPAL COURTS Dept Total		596,830.09

Department 0042 CO COURT APPT EMPLOYEES-JUDGES		
Expenses		
E-0042-A002-J00.002		
SALARY		19,511.00
E-0042-A002-J02.003		
PERS		5,180.00
Expenses Total		24,691.00
CO COURT APPT EMPLOYEES-JUDGES		24,691.00
Dept Total		
Department 0048 RECORDS COMMISSION		
Expenses		
E-0048-A002-K02.010		
SUPPLIES		4,000.00
E-0048-A002-K03.012		
EQUIPMENT		4,000.00
E-0048-A002-K04.000		
DESTRUCTION COSTS		4,000.00
Expenses Total		12,000.00
RECORDS COMMISSION Dept Total		12,000.00
Department 0050 COMMISSIONERS		
Expenses		
E-0050-A001-A01.001		
SALARIES-OFFICIALS-COMMISSIONERS		206,013.00
Expenses Total		206,013.00
COMMISSIONERS Dept Total		206,013.00
Department 0051 COMMISSIONERS		
Expenses		
E-0051-A001-A02.002		
SALARIES-EMPLOYEES		450,000.00
E-0051-A001-A03.010		
SUPPLIES		10,000.00
E-0051-A001-A08.000		
TRAVEL AND EXPENSES		2,400.00
E-0051-A001-A09.000		
ADVERTISING AND PRINTING		2,400.00
E-0051-A001-A10.000		
PROFESSIONAL SERVICES		350,000.00
E-0051-A001-A13.000		
POSTAGE		150,000.00
E-0051-A001-A14.012		
EQUIPMENT		5,000.00
E-0051-A001-A15.012		
SHERIFF'S CRUISERS		150,000.00
E-0051-A001-A17.000		
MEMORIAL DAY EXPENSES		5,000.00
E-0051-A001-A24.000		
INFRASTRUCTURE/ORC .026		40,000.00
E-0051-A001-A25.003		
P.E.R.S.		92,000.00
E-0051-A001-A28.000		
OTHER EXPENSES		55,000.00
E-0051-A001-A29.000		
BEL-O-MAR		13,500.00

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E-0051-A001-A31.000		
O.M.E.G.A.	8,900.00	
E-0051-A001-A32.000		
SOIL CONSERVATION	85,000.00	
E-0051-A001-A33.000		
DISTRICT DETENTION HOME	550,000.00	
E-0051-A001-A34.000		
CCAO	8,750.00	
E-0051-A001-A39.000		
PORT AUTHORITY-CO SHARE	65,000.00	
E-0051-A001-A40.000		
BARNESVILLE AIRPORT AUTHORITY	14,000.00	
E-0051-A001-A50.000		
BUDGET STABILIZATION RESERVE FUND	31,304.57	
Expenses Total	2,088,254.57	
COMMISSIONERS Dept Total	2,088,254.57	
Department 0052 NURSES-JAIL		
Expenses		
E-0052-A001-A90.002		
SALARIES-NURSES	361,000.00	
E-0052-A001-A91.003		
PERS	51,000.00	
E-0052-A001-A92.011		
CONTRACT SERVICES	10,000.00	
E-0052-A001-A94.010		
SUPPLIES	12,478.00	
Expenses Total	434,478.00	
NURSES-JAIL Dept Total	434,478.00	
Department 0054 DISASTER SERVICES		
Expenses		
E-0054-A006-F01.002		
SALARIES-EMPLOYEES	118,000.00	
E-0054-A006-F03.000		
BELMONT COUNTY EMA/UTILITIES	32,000.00	
E-0054-A006-F05.003		
P.E.R.S.	16,900.00	
E-0054-A006-F07.000		
OTHER EXPENSES	17,500.00	
Expenses Total	184,400.00	
DISASTER SERVICES Dept Total	184,400.00	
Department 0055 MAINTENANCE AND OPERATION		
Expenses		
E-0055-A004-B01.002		
SALARIES-EMPLOYEES	780,000.00	
E-0055-A004-B04.012		
EQUIPMENT	15,500.00	
E-0055-A004-B16.003		
P.E.R.S.	109,200.00	
E-0055-A004-B18.000		
OTHER EXPENSES	75,000.00	
E-0055-A004-B19.000		
COUNTY BUILDINGS	900,000.00	

Expenses Total	1,879,700.00
MAINTENANCE AND OPERATION Dept Total	1,879,700.00
Department 0056 9-1-1	
Expenses	
E-0056-A006-E01.002	
SALARIES-EMPLOYEES	856,000.00
E-0056-A006-E02.010	
SUPPLIES	5,000.00
E-0056-A006-E04.011	
CONTRACT SERVICES	90,000.00
E-0056-A006-E05.000	
CONTRACT REPAIRS	253,000.00
E-0056-A006-E08.003	
P.E.R.S.	119,840.00
Expenses Total	1,323,840.00
9-1-1 Dept Total	1,323,840.00
Department 0057 ANIMAL SHELTER	
Expenses	
E-0057-A006-F01.002	
SALARIES-EMPLOYEES	64,500.00
E-0057-A006-F05.003	
PERS	10,500.00
Expenses Total	75,000.00
ANIMAL SHELTER Dept Total	75,000.00
Department 0058 LEPC - CONTRACT	
Expenses	
E-0058-A006-F01.002	
SALARY	10,815.00
E-0058-A006-F02.003	
PERS	1,514.00
Expenses Total	12,329.00
LEPC - CONTRACT Dept Total	12,329.00
Department 0060 COMMON PLEAS COURT	
Expenses	
E-0060-A002-B01.001	
SALARY-OFFICIAL	25,344.00
Expenses Total	25,344.00
COMMON PLEAS COURT Dept Total	25,344.00
Department 0061 COMMON PLEAS COURT	
Expenses	
E-0061-A002-B02.002	
SALARIES-EMPLOYEES	400,000.00
E-0061-A002-B03.010	
SUPPLIES	10,000.00
E-0061-A002-B04.012	
EQUIPMENT	8,000.00
E-0061-A002-B07.000	
JURORS' FEES	25,000.00
E-0061-A002-B08.000	
WITNESS FEES	5,000.00
E-0061-A002-B10.000	
TRAVEL	6,000.00

E-0061-A002-B11.000		
FOREIGN JUDGES & SUB COURT RPTR	5,000.00	
E-0061-A002-B12.000		
OTHER EXPENSES	13,907.50	
E-0061-A002-B14.003		
P.E.R.S.	63,000.00	
Expenses Total	535,907.50	
COMMON PLEAS COURT Dept Total	535,907.50	
Department 0063 MAGISTRATE		
Expenses		
E-0063-A002-B25.002		
SALARIES-EMPLOYEES	110,539.62	
E-0063-A002-B28.003		
P.E.R.S.	19,507.00	
Expenses Total	130,046.62	
MAGISTRATE Dept Total	130,046.62	
Department 0064 DRUG COURT WORKS PROGRAM		
Expenses		
E-0064-A002-A06.000		
TRANSCRIPTS	12,091.00	
E-0064-A002-A09.000		
APPELLATE COURT DISTRICT	89,000.00	
Expenses Total	101,091.00	
DRUG COURT WORKS PROGRAM Dept Total	101,091.00	
Department 0065 JURY COMMISSION		
Expenses		
E-0065-A002-B13.002		
SALARIES-EMPLOYEES	1,000.00	
Expenses Total	1,000.00	
JURY COMMISSION Dept Total	1,000.00	
Department 0069 GIS PROJECT		
Expenses		
E-0069-A011-A11.000		
GIS PROJECT	40,000.00	
Expenses Total	40,000.00	
GIS PROJECT Dept Total	40,000.00	
Department 0070 HIGHWAY		
Expenses		
E-0070-A012-A02.002		
SALARIES-EMPLOYEES	155,343.08	
E-0070-A012-A08.003		
P.E.R.S.	155,343.09	
Expenses Total	310,686.17	
HIGHWAY Dept Total	310,686.17	
Department 0080 PROBATE COURT		
Expenses		
E-0080-A002-D01.001		
SALARY-OFFICIAL	12,672.00	
Expenses Total	12,672.00	
PROBATE COURT Dept Total	12,672.00	
Department 0081 PROBATE COURT		
Expenses		

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E-0081-A002-D02.002	
SALARIES-EMPLOYEES	168,073.20
E-0081-A002-D10.003	
P.E.R.S.	23,000.00
Expenses Total	191,073.20
PROBATE COURT Dept Total	191,073.20
Department 0082 JUVENILE COURT	
Expenses	
E-0082-A002-C20.010	
SUPPLIES	2,511.57
E-0082-A002-C31.002	
SALARIES-EMPLOYEES	644,288.10
E-0082-A002-C32.010	
SUPPLIES	10,000.00
E-0082-A002-C36.003	
P.E.R.S.	90,200.33
E-0082-A002-C38.000	
OTHER EXPENSES	3,000.00
Expenses Total	750,000.00
JUVENILE COURT Dept Total	750,000.00
Department 0100 PROSECUTING ATTORNEY	
Expenses	
E-0100-A001-E01.001	
SALARY-OFFICIAL	145,603.00
Expenses Total	145,603.00
PROSECUTING ATTORNEY Dept Total	145,603.00
Department 0111 PROSECUTING ATTORNEY	
Expenses	
E-0111-A001-E02.002	
SALARIES-EMPLOYEES	404,479.00
E-0111-A001-E09.003	
P.E.R.S.	404,479.00
Expenses Total	808,958.00
PROSECUTING ATTORNEY Dept Total	808,958.00
Department 0120 RECORDER	
Expenses	
E-0120-A006-B01.001	
SALARY-OFFICIAL	62,090.00
Expenses Total	62,090.00
RECORDER Dept Total	62,090.00
Department 0121 RECORDER	
Expenses	
E-0121-A006-B02.002	
SALARIES-EMPLOYEES	133,486.24
E-0121-A006-B09.003	
P.E.R.S.	133,486.25
Expenses Total	266,972.49
RECORDER Dept Total	266,972.49
Department 0130 SHERIFF	
Expenses	
E-0130-A006-A01.001	
SALARY-OFFICIAL	87,300.00
Expenses Total	87,300.00

SHERIFF Dept Total	87,300.00
Department 0131 SHERIFF	
Expenses	
E-0131-A006-A02.002	
SALARIES-ADMINISTRATION	380,254.36
E-0131-A006-A03.002	
SALARIES-JAIL	978,751.39
E-0131-A006-A03.010	
SUPPLIES	18,253.39
E-0131-A006-A04.002	
SALARIES-ROAD DEPUTIES	181,000.00
E-0131-A006-A05.002	
MAINTENANCE SALARY-SHERIFF	63,306.43
E-0131-A006-A06.011	
CONTRACTS - SERVICES	20,000.00
E-0131-A006-A07.000	
TRAINING SCHOOL	14,000.00
E-0131-A006-A08.000	
FOOD	370,000.00
E-0131-A006-A09.000	
MEDICAL EXPENSES	80,000.00
E-0131-A006-A10.000	
TRANSPORT OF PRISONERS	8,000.00
E-0131-A006-A11.000	
ALLOWANCES (FOJ)	43,650.00
E-0131-A006-A12.000	
TRAVEL	100,000.00
E-0131-A006-A13.003	
P.E.R.S./S.P.R.S.	721,000.00
E-0131-A006-A16.000	
OTHER EXPENSES	25,000.00
E-0131-A006-A17.012	
CRUISERS	60,000.00
E-0131-A006-A18.000	
RADIOS	40,000.00
E-0131-A006-A19.000	
CLOTHING	110,000.00
E-0131-A006-A25.000	
CONTRACT-HOUSING OF PRISONERS	200,000.00
Expenses Total	3,413,215.57
SHERIFF Dept Total	3,413,215.57
Department 0140 TREASURER	
Expenses	
E-0140-A001-C01.001	
SALARY-OFFICIAL	60,957.31
Expenses Total	60,957.31
TREASURER Dept Total	60,957.31
Department 0141 TREASURER	
Expenses	
E-0141-A001-C02.002	
SALARIES-EMPLOYEES	170,512.41
E-0141-A001-C03.010	
SUPPLIES	14,000.00

E-0141-A001-C04.012	
EQUIPMENT	500.00
E-0141-A001-C07.000	
TRAVEL	1,300.00
E-0141-A001-C08.000	
ADVERTISING AND PRINTING	200.00
E-0141-A001-C09.003	
P.E.R.S.	37,650.00
E-0141-A001-C11.000	
OTHER EXPENSES	5,250.00
Expenses Total	229,412.41
TREASURER Dept Total	229,412.41
Department 0150 CORONER	
Expenses	
E-0150-A002-F01.001	
SALARY-OFFICIAL	50,912.00
Expenses Total	50,912.00
CORONER Dept Total	50,912.00
Department 0151 CORONER	
Expenses	
E-0151-A002-F02.002	
SALARY - EMPLOYEES	53,879.92
E-0151-A002-F07.003	
P.E.R.S.	7,543.18
E-0151-A002-F09.000	
OTHER EXPENSES	23,576.90
Expenses Total	85,000.00
CORONER Dept Total	85,000.00
Department 0160 VETERANS SERVICES	
Expenses	
E-0160-A009-D02.002	
SALARIES-EMPLOYEES	380,175.81
E-0160-A009-D07.003	
P.E.R.S.	380,175.81
Expenses Total	760,351.62
VETERANS SERVICES Dept Total	760,351.62
Department 0161 VETERANS SERVICES	
Expenses	
E-0161-A009-C01.001	
SALARY OFFICIALS	325,864.98
Expenses Total	325,864.98
VETERANS SERVICES Dept Total	325,864.98
Department 0170 COUNTY PUBLIC DEFENDER	
Expenses	
E-0170-A006-G02.002	
SALARIES-EMPLOYEES	318,100.00
E-0170-A006-G09.003	
P.E.R.S.	44,600.00
E-0170-A006-G10.000	
FRINGEBENEFITS-PUBLIC DEFENDER	76,500.00
Expenses Total	439,200.00
COUNTY PUBLIC DEFENDER Dept Total	439,200.00

Department 0180 BD OF ELECTIONS		
Expenses		
E-0180-A003-A01.001		
SALARY-BD MEMBERS		30,206.40
Expenses Total		30,206.40
BD OF ELECTIONS Dept Total		30,206.40
Department 0181 BD OF ELECTIONS		
Expenses		
E-0181-A003-A02.002		
SALARIES-EMPLOYEES		478,265.65
E-0181-A003-A09.003		
P.E.R.S.		478,265.66
Expenses Total		956,531.31
BD OF ELECTIONS Dept Total		956,531.31
Department 0210 BUDGET COMMISSION		
Expenses		
E-0210-A001-F01.002		
SALARIES-EMPLOYEES		2,925.00
E-0210-A001-F02.003		
P.E.R.S.		414.25
Expenses Total		3,339.25
BUDGET COMMISSION Dept Total		3,339.25
Department 0213 COMMISSIONERS		
Expenses		
E-0213-A001-H01.000		
EXAMINATIONS-COUNTY OFFICERS		150,000.00
Expenses Total		150,000.00
COMMISSIONERS Dept Total		150,000.00
Department 0251 AGRICULTURE		
Expenses		
E-0251-A007-A01.000		
GRANT		204,373.78
E-0251-A007-A02.000		
AGRICULTURE SOCIETY		2,800.00
E-0251-A007-A03.000		
FAIRBOARD		27,200.00
E-0251-A007-A04.000		
APIARY INSPECTION		2,000.00
Expenses Total		236,373.78
AGRICULTURE Dept Total		236,373.78
Department 0252 VITAL STATISTICS		
Expenses		
E-0252-A008-C01.000		
FEES-REGISTRATION		700.00
Expenses Total		700.00
VITAL STATISTICS Dept Total		700.00
Department 0253 OTHER HEALTH		
Expenses		
E-0253-A008-D03.000		
CRIPPLED CHILDREN AID		82,613.32
Expenses Total		82,613.32
OTHER HEALTH Dept Total		82,613.32
Department 0254 PUBLIC ASSISTANCE		

Expenses	
E-0254-A009-E01.000	
GRANTS-MANDATED SHARE	200,000.00
Expenses Total	200,000.00
PUBLIC ASSISTANCE Dept Total	200,000.00
Department 0256 INSURANCES	
Expenses	
E-0256-A014-A01.000	
CORSA COSTS	490,000.00
E-0256-A014-A06.006	
GROUP AND LIABILITY	2,488,150.86
E-0256-A014-A07.005	
EMPLOYER'S SHARE MEDICARE TAX	170,000.00
E-0256-A014-A08.006	
WAIVED HOSPITALIZATION	53,000.00
E-0256-A014-A09.006	
EMPLOYEE LIFE INSURANCE	10,000.00
E-0256-A014-A11.006	
EYE CARE INSURANCE	36,000.00
E-0256-A014-A12.006	
DENTAL INURANCE	120,000.00
E-0256-A014-A14.004	
WORKERS' COMP-GENERAL FUND	150,000.00
Expenses Total	3,517,150.86
INSURANCES Dept Total	3,517,150.86
Department 0257 MISCELLANEOUS	
Expenses	
E-0257-A015-A13.000	
OTHER EXPENSES	3,500.00
E-0257-A015-A14.000	
ATTORNEY FEES	250,000.00
E-0257-A017-A00.000	
CONTINGENCIES	346,500.00
Expenses Total	600,000.00
MISCELLANEOUS Dept Total	600,000.00
Department 0300 CHEST CLINIC	
Expenses	
E-0300-A008-B01.002	
SALARIES	22,500.00
E-0300-A008-B10.003	
P.E.R.S.	22,500.00
Expenses Total	45,000.00
CHEST CLINIC Dept Total	45,000.00
Expenses Fund Total	22,800,000.00
2021 Original Appropriation	
Account Number	
Account Name	
<hr/>	
Fund B00 DOG & KENNEL FUND	
Fiscal Year 2021	
Department 1600 DOG AND KENNEL	
Expenses	

E-1600-B000-B02.002		
SALARIES-EMPLOYEES	145,500.00	
E-1600-B000-B08.003		
P.E.R.S.	20,370.00	
E-1600-B000-B10.005		
MEDICARE	2,200.00	
E-1600-B000-B13.006		
HOSPITALIZATION EXPENSES	20,247.03	
Expenses Total	188,317.03	
DOG AND KENNEL Dept Total	188,317.03	
Department 1611 DOG AND KENNEL		
Expenses		
E-1611-B000-B01.002		
AUDITOR'S CLERK HIRE & SUPPLY	12,000.00	
Expenses Total	12,000.00	
DOG AND KENNEL Dept Total	12,000.00	
Expenses Fund Total	200,317.03	
Fund B14 JUV IND DRIVER ALCOHOL TRTMNT		
Fiscal Year 2021		
Department 1650 JUV IND DRIVER		
Expenses		
E-1650-B014-B01.000		
OTHER EXPENSES	11.07	
Expenses Total	11.07	
JUV IND DRIVER Dept Total	11.07	
Expenses Fund Total	11.07	
Fund B15 INDIGENT DRIVERS ALCOHOL FUND		
Fiscal Year 2021		
Department 1651 INDIGENT DRIVERS ALCOHOL		
Expenses		
E-1651-B015-B03.011		
CONTRACT-SERVICES	197,720.54	
Expenses Total	197,720.54	
INDIGENT DRIVERS ALCOHOL Dept Total	197,720.54	
Expenses Fund Total	197,720.54	
Fund B16 ENFORCEMENT EDUCATION FUND		
Fiscal Year 2021		
Department 1652 ENFORCEMENT EDUCATION		
Expenses		
E-1652-B016-B02.000		
EDUCATION EXPENSES	2,338.78	
Expenses Total	2,338.78	
ENFORCEMENT EDUCATION Dept Total	2,338.78	
Expenses Fund Total	2,338.78	
Fund C50 INDIGENT GUARDIANSHIP FUND		
Fiscal Year 2021		
Department 1653 INDIGENT GUARDIANSHIP		

Expenses		
E-1653-C050-C02.000		
OTHER EXPENSES		48,067.75
Expenses Total		48,067.75
INDIGENT GUARDIANSHIP Dept Total		48,067.75
Expenses Fund Total		48,067.75

Fund C55 MEDIATION FUND/PROBATE COURT

Fiscal Year 2021

Department 1654 MEDIATION/PROBATE COURT

Expenses		
E-1654-C055-C02.000		
OTHER EXPENSES		13,041.18
Expenses Total		13,041.18
MEDIATION/PROBATE COURT Dept Total		13,041.18
Expenses Fund Total		13,041.18

Fund E10 911 FUND

Fiscal Year 2021

Department 2200 9-1-1

Expenses		
E-2200-E010-E05.012		
EQUIPMENT		10,697.69
E-2200-E010-E07.000		
OTHER EXPENSES		20,000.00
Expenses Total		30,697.69
9-1-1 Dept Total		30,697.69
Expenses Fund Total		30,697.69

Fund E11 9-1-1 WIRELESS

Fiscal Year 2021

Department 2301 9-1-1 WIRELESS

Expenses		
E-2301-E011-E01.011		
CONTRACT SERVICES		100,000.00
E-2301-E011-E02.012		
EQUIPMENT		53,950.29
E-2301-E011-E03.000		
TRAIINGING		10,000.00
Expenses Total		163,950.29
9-1-1 WIRELESS Dept Total		163,950.29
Expenses Fund Total		163,950.29

Fund G50 LODGING EXCISE TAX

Fiscal Year 2021

Department 1910 LODGING EXCISE TAX

Expenses		
E-1910-G050-G01.000		
CONVENTION AND VISITORS BUREAU		46,687.99
Expenses Total		46,687.99
LODGING EXCISE TAX Dept Total		46,687.99
Expenses Fund Total		46,687.99

Fund H00 PUBLIC ASSISTANCE		
Fiscal Year	2021	
Department 2510 PUBLIC ASSISTANCE		
Expenses		
E-2510-H000-H01.002		
SALARIES		5,130,000.00
E-2510-H000-H02.010		
SUPPLIES		145,000.00
E-2510-H000-H03.012		
EQUIPMENT		110,000.00
E-2510-H000-H04.000		
CONTRACT-REPAIR		550,000.00
E-2510-H000-H05.000		
PUBLIC ASSISTANCE		700,000.00
E-2510-H000-H07.000		
PURCHASE OF SERVICES		1,500,000.00
E-2510-H000-H08.004		
GR WORKER'S COMPENSATION		5,000.00
E-2510-H000-H09.000		
FACILITIES		230,000.00
E-2510-H000-H11.000		
TRAVEL AND EXPENSES		70,000.00
E-2510-H000-H12.003		
P.E.R.S.		770,000.00
E-2510-H000-H13.004		
WORKERS' COMPENSATION		68,000.00
E-2510-H000-H15.005		
MEDICARE		80,000.00
E-2510-H000-H16.006		
HOSPITALIZATION INSURANCE		1,395,531.86
E-2510-H000-H17.000		
OTHER EXPENSES		422,755.08
E-2510-H000-H25.000		
CCMEP TANF REG-CDJFS LEAD		325,000.00
E-2510-H000-H26.000		
CCMEP TANF ADMIN-CDJFS LEAD		37,000.00
Expenses Total		11,538,286.94
PUBLIC ASSISTANCE Dept Total		11,538,286.94
Expenses Fund Total		11,538,286.94

Fund H05 WORKFORCE DEVELOPMENT FUND		
Fiscal Year	2021	
Department 2600 WORKFORCE DEVELOPMENT GRANT		
Expenses		
E-2600-H005-H01.000		
IN-SCHOOL-YOUTH		250,000.00
E-2600-H005-H02.000		
OUT-OF-SCHOOL-YOUTH		440,413.64
E-2600-H005-H03.000		
ADULT		914,310.00
E-2600-H005-H04.000		
DISLOCATED WORKER		703,851.00

E-2600-H005-H06.000	
RAPID RESPONSE	19,748.14
E-2600-H005-H09.000	
OTHER EXPENSES	78,242.00
E-2600-H005-H11.000	
WIA - FLOOD EXPENSES	139,010.00
Expenses Total	2,545,574.78
WORKFORCE DEVELOPMENT GRANT Dept Total	2,545,574.78
Expenses Fund Total	2,545,574.78

Fund H08 WIA AREA 16 FUND

Fiscal Year 2021

Department 2610 WIA AREA 16

Expenses

E-2610-H008-H01.000	
BELMONT CO DJFS-WIA	2,389,505.00
E-2610-H008-H02.000	
CARROLL CO DJFS-WIA	718,562.00
E-2610-H008-H03.000	
HARRISON CO DJFS-WIA	333,068.00
E-2610-H008-H04.000	
JEFFESON CO DJFS-WIA	2,909,175.00
E-2610-H008-H05.000	
BELMONT CO DJFS-FLOOD GRANT	139,010.00
E-2610-H008-H06.000	
JEFFERSON CO CAC-FLOOD GRANT	39,442.00
E-2610-H008-H09.000	
BRN FUNDS	128,560.00
E-2610-H008-H20.000	
WIOA AREA 16 EXP/ADM	688,352.00
Expenses Total	7,345,674.00
WIA AREA 16 Dept Total	7,345,674.00
Expenses Fund Total	7,345,674.00

Fund H10 CHILD SUPPORT ENF ADM. FUND

Fiscal Year 2021

Department 2760 CHILD SUPPORT ENFORCEMENT ADM

Expenses

E-2760-H010-H01.002	
SALARIES	965,000.00
E-2760-H010-H02.000	
TRAVEL	12,500.00
E-2760-H010-H04.012	
EQUIPMENT	5,000.00
E-2760-H010-H05.010	
SUPPLIES	2,000.00
E-2760-H010-H07.003	
P.E.R.S.	135,100.00
E-2760-H010-H08.004	
WORKERS' COMPENSATION	20,000.00
E-2760-H010-H11.005	
MEDICARE	14,000.00

E-2760-H010-H12.006	
HOSPITALIZATION INSURANCE	175,000.00
E-2760-H010-H13.011	
CONTRACT SERVICES	175,000.00
E-2760-H010-H15.000	
OTHER EXPENSES	1,747,202.47
Expenses Total	3,250,802.47
CHILD SUPPORT ENFORCEMENT ADM Dept Total	3,250,802.47
Expenses Fund Total	3,250,802.47

Fund H11 FAMILY&CHILD 1ST COUNCIL-BCJFS	
Fiscal Year 2021	
Department 2770 FAMILY & CHILDREN 1ST COUNCIL-	
Expenses	
E-2770-H011-H03.000	
FCFC ADMINISTRATIVE FUNDS	15,750.00
E-2770-H011-H04.000	
HELP ME GROW EARLY INT PART C	223,141.13
E-2770-H011-H06.000	
SYSTEM OF CARE	36,011.00
E-2770-H011-H12.000	
SFY20 MULTI-SYS YOUTH FUNDING	50,000.00
E-2770-H011-H14.000	
FLEXIBLE FUNDING POOL	21,653.23
Expenses Total	346,555.36
FAMILY & CHILDREN 1ST COUNCIL- Dept Total	346,555.36
Expenses Fund Total	346,555.36

Fund J00 REAL ESTATE ASSESSMENT	
Fiscal Year 2021	
Department 1310 REAL ESTATE ASSESSMENT	
Expenses	
E-1310-J000-J01.002	
SALARIES	420,000.00
E-1310-J000-J03.011	
CONTRACTS - SERVICES	400,000.00
E-1310-J000-J04.003	
P.E.R.S.	58,800.00
E-1310-J000-J05.004	
WORKERS' COMPENSATION	12,600.00
E-1310-J000-J06.000	
OTHER EXPENSES	200,000.00
E-1310-J000-J08.005	
MEDICARE	7,200.00
E-1310-J000-J16.007	
UNEMPLOYMENT	12,000.00
Expenses Total	1,110,600.00
REAL ESTATE ASSESSMENT Dept Total	1,110,600.00
Expenses Fund Total	1,110,600.00

Fund K00 MOTOR VEHICLE AND GASOLINE TAX		
Fiscal Year 2021		
Department 2810 M.V.G.T. - ENGINEERS		
Expenses		
E-2810-K000-K01.001		
SALARY OFFICIAL		111,525.00
Expenses Total		111,525.00
M.V.G.T. - ENGINEERS Dept Total		111,525.00
Department 2811 M.V.G.T. - ENGINEERS		
Expenses		
E-2811-K000-K02.002		
SALARIES		232,395.43
E-2811-K000-K03.010		
SUPPLIES		6,000.00
E-2811-K000-K04.012		
EQUIPMENT		12,000.00
E-2811-K000-K06.000		
TRAVEL		7,000.00
E-2811-K000-K07.000		
EXPENSES		1,000.00
E-2811-K000-K08.003		
P.E.R.S.		42,000.00
E-2811-K000-K09.004		
WORKER'S COMPENSATION		6,819.41
E-2811-K000-K10.000		
OTHER EXPENSES		9,000.00
E-2811-K100-K10.005		
MEDICARE		5,000.00
E-2811-K200-K10.006		
HOSPITALIZATION INSURANCE		55,000.00
Expenses Total		376,214.84
M.V.G.T. - ENGINEERS Dept Total		376,214.84
Department 2812 M.V.G.T. - ROADS		
Expenses		
E-2812-K000-K11.002		
SALARIES LABORERS		1,500,000.00
E-2812-K000-K12.000		
MATERIALS		1,100,000.00
E-2812-K000-K13.012		
EQUIPMENT		50,000.00
E-2812-K000-K14.000		
CONTRACTS - REPAIR		20,000.00
E-2812-K000-K15.011		
CONTRACTS - SERVICES		125,000.00
E-2812-K000-K16.013		
CONTRACTS - PROJECTS		800,000.00
E-2812-K000-K19.005		
MEDICARE		20,000.00
E-2812-K000-K20.006		
HOSPITALIZATION INSURANCE		340,000.00
E-2812-K000-K21.003		
P.E.R.S.		210,000.00
E-2812-K000-K22.004		

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WORKER'S COMPENSATION	30,000.00
E-2812-K000-K24.000	
OTHER EXPENSES	8,000.00
Expenses Total	4,203,000.00
M.V.G.T. - ROADS Dept Total	4,203,000.00
Department 2813 M.V.G.T. - BRIDGES & CULVERTS	
Expenses	
E-2813-K000-K25.002	
SALARIES LABORERS	450,000.00
E-2813-K000-K26.000	
MATERIALS	400,000.00
E-2813-K000-K27.012	
EQUIPMENT	100,000.00
E-2813-K000-K29.011	
CONTRACTS - SERVICES	60,000.00
E-2813-K000-K30.013	
CONTRACTS - PROJECTS	261,461.14
E-2813-K000-K34.003	
P.E.R.S.	65,000.00
E-2813-K000-K35.004	
WORKER'S COMPENSATION	9,000.00
E-2813-K000-K37.000	
OTHER EXPENSES	155,000.00
E-2813-K000-K38.005	
MEDICARE	6,000.00
E-2813-K000-K39.006	
HOSPITALIZATION INSURANCE	110,000.00
E-2813-K000-K40.074	
TRANSFERS-OUT	160,000.00
Expenses Total	1,776,461.14
M.V.G.T. - BRIDGES & CULVERTS Dept Total	1,776,461.14
Expenses Fund Total	6,467,200.98
Fund L01 SOIL CONSERVATION	
Fiscal Year 2021	
Department 1810 SOIL CONSERVATION	
Expenses	
E-1810-L001-L01.002	
SALARIES	130,000.32
E-1810-L001-L02.010	
SUPPLIES	3,500.00
E-1810-L001-L03.012	
EQUIPMENT	3,000.00
E-1810-L001-L04.000	
CONTRACTS AND REPAIRS	2,000.00
E-1810-L001-L05.011	
CONTRACT SERVICES	8,300.00
E-1810-L001-L06.000	
RENTAL	7,800.00
E-1810-L001-L07.000	
SERVICE FEES	1,500.00
E-1810-L001-L08.000	
SCHOLARSHIP - EDUCATION	5,000.00

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E-1810-L001-L09.000	
TRAVEL AND EXPENSES	5,000.00
E-1810-L001-L10.000	
ADVERTISING AND PRINTING	5,000.00
E-1810-L001-L11.003	
P.E.R.S.	26,800.00
E-1810-L001-L12.004	
WORKER'S COMPENSATION	4,300.00
E-1810-L001-L13.005	
MEDICARE	1,600.00
E-1810-L001-L14.000	
OTHER EXPENSES	27,500.00
Expenses Total	231,300.32
SOIL CONSERVATION Dept Total	231,300.32
Expenses Fund Total	231,300.32
Fund L05 WATERSHED COORDINATOR-SOIL	
Fiscal Year 2021	
Department 1815 WATERSHED COORD. GRANT	
Expenses	
E-1815-L005-L01.002	
SALARY	34,000.00
E-1815-L005-L11.003	
PERS	5,000.00
E-1815-L005-L12.004	
WORKERS' COMP	3,239.95
E-1815-L005-L13.005	
MEDICARE	1,000.00
E-1815-L005-L15.006	
HOSPITALIZATION	4,000.00
Expenses Total	47,239.95
WATERSHED COORD. GRANT Dept Total	47,239.95
Expenses Fund Total	47,239.95
Fund M60 CARE AND CUSTODY-JUV COURT	
Fiscal Year 2021	
Department 0400 CARE & CUSTODY - YSSP	
Expenses	
E-0400-M060-M24.000	
OTHER EXPENSES-YSSP	7,056.86
E-0400-M060-M25.002	
SALARIES C-CAP	48,497.65
E-0400-M060-M26.003	
P.E.R.S. C-CAP	6,000.00
E-0400-M060-M27.005	
MEDICARE C-CAP	1,000.00
E-0400-M060-M28.004	
WORKER'S COMPENSATION C-CAP	2,000.00
E-0400-M060-M29.008	
INSURANCES C-CAP	18,972.50
E-0400-M060-M80.002	
SALARIES-DIVERSION	18,000.00
E-0400-M060-M81.003	
PERS-DIVERSION	5,124.66

E-0400-M060-M82.005	
MEDICARE-DIVERSION	485.52
E-0400-M060-M83.004	
WORKERS' COMP - DIVERSION	1,769.04
E-0400-M060-M84.008	
INSURANCES-DIVERSION	400.00
Expenses Total	109,306.23
CARE & CUSTODY - YSSP Dept Total	109,306.23
Expenses Fund Total	109,306.23
Fund M62 INTAKE COORDINATOR-JUV COURT	
Fiscal Year 2021	
Department 0400 INTAKE COORDINATOR-JUV COURT	
Expenses	
E-0400-M062-M01.000	
INTAKE COORDINATOR EXPENSES	800.00
E-0400-M062-M02.000	
OTHER EXPENSES	1,765.86
Expenses Total	2,565.86
INTAKE COORDINATOR-JUV COURT Dept Total	2,565.86
Expenses Fund Total	2,565.86
Fund M64 PLACEMENT SERVICES-JUVENILE CT	
Fiscal Year 2021	
Department 0400 PLACEMENT SERVICES - TITLE IV-	
Expenses	
E-0400-M064-M01.002	
SALARIES	150,000.00
E-0400-M064-M02.003	
P.E.R.S.	25,000.00
E-0400-M064-M03.004	
WORKER'S COMPENSATION	5,000.00
E-0400-M064-M04.005	
MEDICARE	2,000.00
E-0400-M064-M05.000	
PLACEMENT COSTS	160,107.61
Expenses Total	342,107.61
PLACEMENT SERVICES - TITLE IV- Dept Total	342,107.61
Expenses Fund Total	342,107.61
Fund M67 ALTERNATIVE SCHOOL-JUV COURT	
Fiscal Year 2021	
Department 0400 ALTERNATIVE SCHOOL	
Expenses	
E-0400-M067-M01.002	
SALARIES	105,000.00
E-0400-M067-M02.003	
P.E.R.S.	14,500.00
E-0400-M067-M03.004	
WORKER'S COMPENSATION	10,003.00
E-0400-M067-M04.005	
MEDICARE	3,000.00
E-0400-M067-M05.008	
INSURANCES	13,407.07

Expenses Total	145,910.07
ALTERNATIVE SCHOOL Dept Total	145,910.07
Expenses Fund Total	145,910.07
Fund M72 DRUG COURT DONATIONS	
Fiscal Year 2021	
Department 0400	
Expenses	
E-0400-M072-M04.000	
DRUG COURT EXPENSES	375.00
E-0400-M072-M06.000	
CCAP EXPENSES	250.00
Expenses Total	625.00
Dept Total	625.00
Expenses Fund Total	625.00
Fund M75 PLACEMENT II	
Fiscal Year 2021	
Department 0400	
Expenses	
E-0400-M075-M01.000	
OTHER EXPENSES	39,064.26
E-0400-M075-M03.002	
SALARY	25,000.00
E-0400-M075-M04.000	
FRINGES	9,000.00
Expenses Total	73,064.26
Dept Total	73,064.26
Expenses Fund Total	73,064.26
Fund M78 TITLE IV-E REIMB (RANDOM MNTS)	
Fiscal Year 2021	
Department 0400 TITLE IV-E REIMB (RANDOM MOMEN	
Expenses	
E-0400-M078-M01.002	
SALARIES	182,394.01
E-0400-M078-M02.008	
FRINGE BENEFITS	50,000.00
E-0400-M078-M03.000	
TRAVEL	10,000.00
E-0400-M078-M04.010	
SUPPLIES	20,000.00
E-0400-M078-M05.000	
OTHER EXPENSES	21,609.59
Expenses Total	284,003.60
TITLE IV-E REIMB (RANDOM MOMEN Dept Total	284,003.60
Expenses Fund Total	284,003.60
Fund M85 BARTON FAMILY CEMETARY FUND	
Fiscal Year 2021	
Department 0485 BARTON FAMILY CEMETERY	
Expenses	
E-0485-M085-M01.000	
CEMETERY EXPENSES	838.54
Expenses Total	838.54
BARTON FAMILY CEMETERY Dept Total	838.54

Expenses	Fund Total	838.54
Fund N11 911 SYSTEM UP GRADE LEVY		
Fiscal Year 2021		
Department 9011 911 SYSTEM UP GRADE LEVY		
Expenses		
E-9011-N011-N01.000		
CONTRACT PROJECTS		2,971,546.30
Expenses Total		2,971,546.30
911 SYSTEM UP GRADE LEVY Dept Total		2,971,546.30
Expenses	Fund Total	2,971,546.30
Fund N12 9-1-1 BUILDING CONSTRUCTION		
Fiscal Year 2021		
Department 9012 9-1-1 BUILDING CONSTRUCTION		
Expenses		
E-9012-N012-N01.055		
CONTRACT PROJECTS		3,788.06
Expenses Total		3,788.06
9-1-1 BUILDING CONSTRUCTION Dept Total		3,788.06
Expenses	Fund Total	3,788.06
Fund N13 BEL CO 9-1-1 RADIO TOWER CONST		
Fiscal Year 2021		
Department 9013 9-1-1 RADIO TOWER CONSTRUCTION		
Expenses		
E-9013-N013-N01.055		
CONTRACT PROJECTS		6,752.41
Expenses Total		6,752.41
9-1-1 RADIO TOWER CONSTRUCTION Dept Total		6,752.41
Expenses	Fund Total	6,752.41
Fund N14 SSD CAPITAL IMPROVEMENTS		
Fiscal Year 2021		
Department 9014 SSD CAPITAL IMPROVEMENTS		
Expenses		
E-9014-N014-N03.055		
MATERIALS		50,000.00
E-9014-N014-N04.055		
CONTRACT SERVICES		110,000.00
E-9014-N014-N05.055		
CONTRACT PROJECTS		50,000.00
E-9014-N014-N07.055		
2017 WASTEWATER SYS UPGRADE		20,000.00
E-9014-N014-N08.012		
EQUIPMENT		43,767.55
E-9014-N014-N10.000		
SYSTEM CAPACITY UPGRADES		38,954.53
E-9014-N014-N11.000		
ASSET MANAGEMENT		576,000.00
Expenses Total		888,722.08
SSD CAPITAL IMPROVEMENTS Dept Total		888,722.08

Expenses Fund Total	888,722.08
Fund N18 SSD #2 FORCE MAIN EXT CONST	
Fiscal Year 2021	
Department 9018 SSD #2 FORCE MAIN EXT CONSTRUCT	
Expenses	
E-9018-N018-N02.055	
CONTRACT PROJECTS	5,313.49
Expenses Total	5,313.49
SSD #2 FORCE MAIN EXT CONSTRUCT Dept Total	5,313.49
Expenses Fund Total	5,313.49
Fund N22 WWS CAPITAL IMPROVEMENTS	
Fiscal Year 2021	
Department 9022 WWS CAPITAL IMPROVEMENTS	
Expenses	
E-9022-N022-N03.055	
CONTRACT SERVICES	43,886.52
E-9022-N022-N04.055	
CONTRACT PROJECTS	800,000.00
E-9022-N022-N15.000	
SYSTEM CAPACITY UPGRADES	159,536.68
E-9022-N022-N16.000	
ASSET MANAGEMENT	1,656,656.90
Expenses Total	2,660,080.10
WWS CAPITAL IMPROVEMENTS Dept Total	2,660,080.10
Expenses Fund Total	2,660,080.10
Fund N29 CAPITAL PROJECTS - FACILITIES	
Fiscal Year 2021	
Department 9029 CAPITAL PROJECTS-FACILITIES	
Expenses	
E-9029-N029-N03.055	
CONTRACT SERVICES	45,581.44
Expenses Total	45,581.44
CAPITAL PROJECTS-FACILITIES Dept Total	45,581.44
Expenses Fund Total	45,581.44
Fund N35 CAP PRJ/E. OH REG IND PARK W/S	
Fiscal Year 2021	
Department 9035 EAST OH REG IND PARK W & S	
Expenses	
E-9035-N035-N05.013	
CONTRACT PROJECTS	31,105.51
Expenses Total	31,105.51
EAST OH REG IND PARK W & S Dept Total	31,105.51
Expenses Fund Total	31,105.51
Fund N57 E OH IND PARK WATER LINE GRANT	
Fiscal Year 2021	
Department 9057 E OH IND PARK WATER - GRANT	
Expenses	
E-9057-N057-N01.013	
CONTRACT PROJECT-WATER	8,045.25

Expenses Total	8,045.25
E OH IND PARK WATER - GRANT Dept Total	8,045.25
Expenses Fund Total	8,045.25
Fund N80 OH VLLY MALL LIFT STATN UP-GRD	
Fiscal Year 2021	
Department 9080 OVM LIFT STATION UP-GRADE	
Expenses	
E-9080-N080-N02.011	
CONTRACT SERVICES	1,706.09
Expenses Total	1,706.09
OVM LIFT STATION UP-GRADE Dept Total	1,706.09
Expenses Fund Total	1,706.09
Fund N82 2014 WATER SYS IMPRVMNT NOTE	
Fiscal Year 2021	
Department 9082 2014 WATER SYSTEM IMPROVEMENT	
Expenses	
E-9082-N082-N03.013	
CONTRACT PROJECTS	175,919.33
E-9082-N082-N07.000	
WATER TANKS	15,369.21
Expenses Total	191,288.54
2014 WATER SYSTEM IMPROVEMENT Dept Total	191,288.54
Expenses Fund Total	191,288.54
Fund N84 CAP PROJ-SSD#2 US40 E CORRIDOR	
Fiscal Year 2021	
Department 9084 SSD#2 US40 E CORRIDOR	
Expenses	
E-9084-N084-N03.011	
CONTRACT SERVICES	25,581.17
E-9084-N084-N04.013	
CONTRACT PROJECTS	28,731.17
Expenses Total	54,312.34
SSD#2 US40 E CORRIDOR Dept Total	54,312.34
Expenses Fund Total	54,312.34
Fund O03 USDA-SSD BOND PAYMENT	
Fiscal Year 2021	
Department 9200 USDA-SSD BOND PAYMENT	
Expenses	
E-9200-O003-O03.050	
BOND PAYMENT	91,038.33
Expenses Total	91,038.33
USDA-SSD BOND PAYMENT Dept Total	91,038.33
Expenses Fund Total	91,038.33
Fund O04 USDA-SSD BOND PYMNT RESRV	
Fiscal Year 2021	
Department 9201 USDA-SSD BOND PYMNT RESRV	
Expenses	
E-9201-O004-O01.050	
PRINCIPAL PAYMENT	46,632.16
Expenses Total	46,632.16

USDA-SSD BOND PYMNT RESRV Dept Total	46,632.16
Expenses Fund Total	46,632.16
Fund O10 BOND RET-FORCE MAIN EXT PRJT	
Fiscal Year 2021	
Department 9207 BOND RET - FORCE MAIN EXT PROJ	
Expenses	
E-9207-O010-O02.051	
INTEREST PAYMENT	41,367.63
Expenses Total	41,367.63
BOND RET - FORCE MAIN EXT PROJ Dept Total	41,367.63
Expenses Fund Total	41,367.63
Fund O11 MT VICTORY-BOND RETIRMNT	
Fiscal Year 2021	
Department 9311 MT VICTORY BOND REITREMENT	
Expenses	
E-9311-O011-O01.050	
PRINCIPAL LOAN PAYMENTS	42,564.36
Expenses Total	42,564.36
MT VICTORY BOND REITREMENT Dept Total	42,564.36
Expenses Fund Total	42,564.36
Fund O12 NEFFS BOND RETIREMENT	
Fiscal Year 2021	
Department 9312 VEFFS BOND RETIRMNT	
Expenses	
E-9312-O012-O01.050	
PRINCIPAL LOAN PAYMENTS	15,963.71
Expenses Total	15,963.71
VEFFS BOND RETIRMNT Dept Total	15,963.71
Expenses Fund Total	15,963.71
Fund O50 NOTE RET-2014 WATER SYS IMPV	
Fiscal Year 2021	
Department 9250 NOTE RET-2014 WATER SYS IMPROV	
Expenses	
E-9250-O050-O02.051	
INTEREST PAYMENTS	698.48
Expenses Total	698.48
NOTE RET-2014 WATER SYS IMPROV Dept Total	698.48
Expenses Fund Total	698.48
Fund O53 NOTE RETRMNT-SSD#2 FORCE MAIN	
Fiscal Year 2021	
Department 9253 NOTE RETRMNT-SSD#2 FORCE MAIN	
Expenses	
E-9253-O053-O02.051	
INTEREST PAYMENTS	29,716.33
Expenses Total	29,716.33
NOTE RETRMNT-SSD#2 FORCE MAIN Dept Total	29,716.33
Expenses Fund Total	29,716.33
Fund O60 WATER BOND RETIREMENT	

Fiscal Year	2021
Department	9260 WATER BOND RETIREMENT
Expenses	
E-9260-O060-O01.050	
PRINCIPAL LOAN PAYMENTS	1,233.98
Expenses Total	1,233.98
WATER BOND RETIREMENT Dept Total	1,233.98
Expenses Fund Total	1,233.98
Fund	O61 SEWER BOND RETIREMENT
Fiscal Year	2021
Department	9261 SEWER BOND RETIREMENT
Expenses	
E-9261-O061-O01.050	
PRINCIPAL LOAN PAYMENTS	236.17
Expenses Total	236.17
SEWER BOND RETIREMENT Dept Total	236.17
Expenses Fund Total	236.17
Fund	P05 WATER WORKS FUNDS
Fiscal Year	2021
Department	3702 WATER WORKS FUNDS
Expenses	
E-3702-P005-P17.002	
SALARIES	1,700,000.00
E-3702-P005-P18.010	
SUPPLIES	40,000.00
E-3702-P005-P19.012	
EQUIPMENT	300,000.00
E-3702-P005-P21.000	
MATERIALS	600,000.00
E-3702-P005-P22.000	
CONTRACT REPAIRS	1,000.00
E-3702-P005-P23.011	
CONTRACT SERVICES	700,000.00
E-3702-P005-P25.000	
PURCHASED WATER	250,000.00
E-3702-P005-P28.000	
TRAVEL AND EXPENSES	1,000.00
E-3702-P005-P29.003	
P.E.R.S.	300,000.00
E-3702-P005-P30.004	
WORKER'S COMPENSATION	20,000.00
E-3702-P005-P31.000	
OTHER EXPENSES	400,000.00
E-3702-P005-P32.007	
UNEMPLOYMENT COMPENSATION	2,000.00
E-3702-P005-P34.074	
TRANSFERS-OUT	2,391,171.87
E-3702-P005-P35.005	
MEDICARE	30,000.00
E-3702-P005-P41.000	
MXU TRANSMITTERS	21,725.00
E-3702-P005-P45.000	

UTILITIES	800,000.00
Expenses Total	7,556,896.87
WATER WORKS FUNDS Dept Total	7,556,896.87
Expenses Fund Total	7,556,896.87
Fund P53 SANITARY SEWER DISTRICT FUND	
Fiscal Year 2021	
Department 3705 SANITARY SEWER DISTRICT FUND	
Expenses	
E-3705-P053-P01.002	
SALARIES	450,000.00
E-3705-P053-P02.010	
SUPPLIES	10,000.00
E-3705-P053-P03.012	
EQUIPMENT	30,000.00
E-3705-P053-P05.000	
MATERIALS	100,000.00
E-3705-P053-P06.000	
CONTRACT REPAIRS	1,000.00
E-3705-P053-P07.011	
CONTRACT SERVICES	150,000.00
E-3705-P053-P09.000	
SEWAGE DISPOSAL	1,000,000.00
E-3705-P053-P12.000	
TRAVEL AND EXPENSES	500.00
E-3705-P053-P13.003	
P.E.R.S.	70,000.00
E-3705-P053-P14.004	
WORKER'S COMPENSATION	10,000.00
E-3705-P053-P15.000	
OTHER EXPENSES	150,000.00
E-3705-P053-P16.074	
TRANSFERS-OUT	1,368,259.44
E-3705-P053-P18.013	
YORKVILLE RENOVATION	1,600.00
E-3705-P053-P19.000	
FOX PLANT SLUDGE MNGT	150,000.00
E-3705-P053-P25.000	
UITLITIES	300,000.00
E-3705-P053-P35.005	
MEDICARE	8,000.00
Expenses Total	3,799,359.44
SANITARY SEWER DISTRICT FUND Dept Total	3,799,359.44
Expenses Fund Total	3,799,359.44
Fund P59 WATER & SEWER DEVELOPMENT FUND	
Fiscal Year 2021	
Department 3709 WATER & SEWER DEVELOPMENT	
Expenses	
E-3709-P059-P10.074	
TRANSFERS OUT	131,341.38
Expenses Total	131,341.38
WATER & SEWER DEVELOPMENT Dept Total	131,341.38

Expenses Fund Total	131,341.38
Fund P79 BD OF ELECTIONS GRANTS	
Fiscal Year 2021	
Department 1779 BD OF ELECTIONS SECURITY GRANT	
Expenses	
E-1779-P079-P05.000	
GRANT EXPENSES	32.20
Expenses Total	32.20
BD OF ELECTIONS SECURITY GRANT Dept Total	32.20
Expenses Fund Total	32.20
Fund P87 OIBRS-EQUIPMENT GRANT/SHERIFF	
Fiscal Year 2021	
Department 1701 OIBRS-EQUIPMENT GRANT/SHERIFF	
Expenses	
E-1701-P087-P01.012	
EQUIPMENT	0.04
Expenses Total	0.04
OIBRS-EQUIPMENT GRANT/SHERIFF Dept Total	0.04
Expenses Fund Total	0.04
Fund P90 SPEC EMERGENCY PLNG FUND-LEPC	
Fiscal Year 2021	
Department 1720 SPECIAL EMERGENCY PLANNING-LEP	
Expenses	
E-1720-P090-P03.000	
OTHER EXPENSES	2,545.70
E-1720-P090-P07.002	
SALARIES	44,000.00
E-1720-P090-P08.003	
P.E.R.S.	4,600.00
E-1720-P090-P09.004	
WORKER'S COMPENSATION	1,400.00
Expenses Total	52,545.70
SPECIAL EMERGENCY PLANNING-LEP Dept Total	52,545.70
Expenses Fund Total	52,545.70
Fund P95 HAZARD MITIGATION GRT/EMA	
Fiscal Year 2021	
Department 1725 HAZARD MITIGATION GRANT 2004/E	
Expenses	
E-1725-P095-P01.011	
CONTRACT SERVICES	4,687.50
Expenses Total	4,687.50
HAZARD MITIGATION GRANT 2004/E Dept Total	4,687.50
Expenses Fund Total	4,687.50
Fund P96 CRIT INCIDENT STRESS MGMNT/EMA	
Fiscal Year 2021	
Department 1726 CRIT INCIDENT STRESS MGMNT/EMA	
Expenses	
E-1726-P096-P06.000	
OTHER EXPENSES	9.52

Expenses Total	9.52
CRIT INCIDENT STRESS MGMNT/EMA Dept Total	9.52
Expenses Fund Total	9.52
Fund P99 BELMONT CO FOX SHANNON PARK	
Fiscal Year 2021	
Department 1799 BEL CO FOX SHANNON PARK	
Expenses	
E-1799-P099-P05.000	
OTHER EXPENSES	0.01
Expenses Total	0.01
BEL CO FOX SHANNON PARK Dept Total	0.01
Expenses Fund Total	0.01
Fund S12 BELMONT COUNTY PORT AUTHORITY	
Fiscal Year 2021	
Department 9799 BELMONT CO PORT AUTHORITY	
Expenses	
E-9799-S012-S01.002	
SALARY	155,000.00
E-9799-S012-S02.006	
HOSPITALIZATION INSURANCE	9,000.00
E-9799-S012-S03.012	
EQUIPMENT	6,200.00
E-9799-S012-S04.010	
SUPPLIES	1,500.00
E-9799-S012-S05.000	
TRAVEL EXPENSES	3,000.00
E-9799-S012-S06.000	
MARKETING / PROMOTION	4,000.00
E-9799-S012-S07.000	
PROFESSIONAL SERV/RESEARCH	24,485.47
E-9799-S012-S08.003	
PERS	21,700.00
E-9799-S012-S09.004	
WORKERS' COMP	2,500.00
E-9799-S012-S11.005	
MEDICARE	2,248.00
Expenses Total	229,633.47
BELMONT CO PORT AUTHORITY Dept Total	229,633.47
Expenses Fund Total	229,633.47
Fund S17 CHILDREN SERVICES	
Fiscal Year 2021	
Department 2765 CHILDREN SERVICES	
Expenses	
E-2765-S017-S22.011	
CONTRACT SERVICES	1,500,000.00
E-2765-S017-S24.000	
MEDICAL ASSISTANCE	150,000.00
E-2765-S017-S27.000	
TRAVEL AND EXPENSES	10,000.00
E-2765-S017-S31.000	

OTHER EXPENSES	4,796,506.99
Expenses Total	6,456,506.99
CHILDREN SERVICES Dept Total	6,456,506.99
Expenses Fund Total	6,456,506.99
Fund S30 OAKVIEW JUV REHABILITATION	
Fiscal Year 2021	
Department 8010 OAKVIEW JUVENILE REHABILITATIO	
Expenses	
E-8010-S030-S40.000	
GRANT-HOLDING ACCOUNT	80,096.25
E-8010-S030-S51.002	
SALARIES	63,252.05
E-8010-S030-S53.000	
MEDICAL	368.73
E-8010-S030-S54.000	
FOOD	9,564.89
E-8010-S030-S55.010	
SUPPLIES AND MATERIALS	758.77
E-8010-S030-S56.000	
MOTOR VEHICLE'S EXPENSES	669.68
E-8010-S030-S57.000	
TRAVEL/STAFF DEVELOPMENT	826.92
E-8010-S030-S59.000	
FUELS AND UTILITIES	5,913.85
E-8010-S030-S60.000	
MAINTENANCE AND REPAIRS	788.78
E-8010-S030-S62.000	
PRINTING, BINDING, & ADVERTISEMENT	100.00
E-8010-S030-S63.000	
GENERAL & OTHER EXPENSES	7,812.00
E-8010-S030-S66.003	
P.E.R.S.	28,394.36
E-8010-S030-S67.004	
WORKERS' COMPENSATION	25,820.68
E-8010-S030-S68.006	
HOSPITALIZATION, WAIVED & LIFE INS	11,917.43
E-8010-S030-S69.007	
UNEMPLOYMENT COMPENSATION	5,000.00
E-8010-S030-S70.005	
MEDICARE	2,521.85
E-8010-S030-S71.000	
EDUCATION/RECREATION SUPPLIES	296.07
Expenses Total	244,102.31
OAKVIEW JUVENILE REHABILITATIO Dept Total	244,102.31
Expenses Fund Total	244,102.31
Fund S32 OAKVIEW JUV-ACTIVITY FUND	
Fiscal Year 2021	
Department 8012 OAKVIEW JUV-ACTIVITY FUND	
Expenses	
E-8012-S032-S00.000	
ACTIVITY EXPENSES	1,070.60
Expenses Total	1,070.60

OAKVIEW JUV-ACTIVITY FUND Dept Total		1,070.60
Expenses Fund Total		1,070.60
Fund S33 DISTRICT DETENTION HOME		
Fiscal Year 2021		
Department 0910 DISTRICT DETENTION HOME		
Expenses		
E-0910-S033-S33.002		
SALARIES		626,819.47
E-0910-S033-S34.010		
SUPPLIES		15,000.00
E-0910-S033-S38.011		
CONTRACT SERVICES		40,000.00
E-0910-S033-S39.000		
FOOD SERVICE EXPENSES		40,000.00
E-0910-S033-S40.000		
MEDICAL ASSISTANCE		40,000.00
E-0910-S033-S43.000		
TRAVEL AND TRAINING		5,000.00
E-0910-S033-S44.003		
P.E.R.S./S.T.R.S.		131,000.00
E-0910-S033-S45.004		
WORKERS' COMPENSATION		8,000.00
E-0910-S033-S47.006		
OTHER EXPENSES - HOSPITALIZATION		185,000.00
E-0910-S033-S48.007		
UNEMPLOYMENT COMPENSATION		2,000.00
E-0910-S033-S50.005		
MEDICARE		12,000.00
E-0910-S033-S60.010		
SUPPLIES/GS		10,000.00
E-0910-S033-S61.000		
FOOD SERVICE EXPESENSES/GS		10,000.00
E-0910-S033-S65.011		
CONTRACT SERVICES/GS		25,000.00
E-0910-S033-S66.000		
MEDICAL/GS		200.00
E-0910-S033-S67.000		
TRAVEL AND TRAINING/GS		4,000.00
E-0910-S033-S69.000		
ACTIVITIES/GS		4,500.00
Expenses Total		1,158,519.47
DISTRICT DETENTION HOME Dept Total		1,158,519.47
Expenses Fund Total		1,158,519.47
Fund S49 MENTAL HEALTH		
Fiscal Year 2021		
Department 2310 MENTAL HEALTH		
Expenses		
E-2310-S049-S49.002		
SALARIES		375,500.00
E-2310-S049-S50.010		
SUPPLIES		8,000.00

E-2310-S049-S52.012	
EQUIPMENT	20,000.00
E-2310-S049-S53.000	
CONTRACTS AND REPAIRS	75,000.00
E-2310-S049-S54.011	
CONTRACT SERVICES	5,000,000.00
E-2310-S049-S58.000	
ADVERTISING AND PRINTING	40,000.00
E-2310-S049-S59.000	
TRAVEL AND EXPENSES	7,000.00
E-2310-S049-S60.003	
P.E.R.S.	55,000.00
E-2310-S049-S61.004	
WORKERS' COMPENSATION	2,000.00
E-2310-S049-S63.000	
OTHER EXPENSES	500,000.00
E-2310-S049-S64.005	
MEDICARE	6,000.00
E-2310-S049-S67.055	
BUILDING	1,150,000.00
Expenses Total	7,238,500.00
MENTAL HEALTH Dept Total	7,238,500.00
Expenses Fund Total	7,238,500.00
Fund S50 WSTRN CRT-ALCOHOL MONITORING	
Fiscal Year 2021	
Department 1540 WESTERN-ALCOHOL MONITORING	
Expenses	
E-1540-S050-S05.000	
OTHER EXPENSES	116,266.03
Expenses Total	116,266.03
WESTERN-ALCOHOL MONITORING Dept Total	116,266.03
Expenses Fund Total	116,266.03
Fund S51 ESTRN CRT-ALCOHOL MONITORING	
Fiscal Year 2021	
Department 1541 EASTERN-ALCOHOL MONITORING	
Expenses	
E-1541-S051-S05.000	
OTHER EXPENSES	81,517.14
Expenses Total	81,517.14
EASTERN-ALCOHOL MONITORING Dept Total	81,517.14
Expenses Fund Total	81,517.14
Fund S52 NRTHRN CRT-ALCOHOL MONITORING	
Fiscal Year 2021	
Department 1542 NORTHERN-ALCOHOL MONITORING	
Expenses	
E-1542-S052-S05.000	
OTHER EXPENSES	100,100.37
Expenses Total	100,100.37
NORTHERN-ALCOHOL MONITORING Dept Total	100,100.37
Expenses Fund Total	100,100.37

Fund S53 CMMN PLEAS-ALCOHOL MONITORING		
Fiscal Year 2021		
Department 1543 COMMON PLEAS ALCOHOL MONITOR		
Expenses		
E-1543-S053-S05.000		
OTHER EXPENSES	8,628.98	
Expenses Total	8,628.98	
COMMON PLEAS ALCOHOL MONITOR Dept Total	8,628.98	
Expenses Fund Total	8,628.98	
Fund S54 CMMN PLS/GEN SPC/MEDIATION SRV		
Fiscal Year 2021		
Department 1544 MEDIATION SERVICES-COMM PLEAS		
Expenses		
E-1544-S054-S01.002		
SALARY	15,000.00	
E-1544-S054-S03.004		
WORKERS' COMP	4,452.69	
Expenses Total	19,452.69	
MEDIATION SERVICES-COMM PLEAS Dept Total	19,452.69	
Expenses Fund Total	19,452.69	
Fund S55 TARGETED COMM ALTERN TO PRISON		
Fiscal Year 2021		
Department 1545 TARGETD COMM ALTR TO PRISON		
Expenses		
E-1545-S055-S01.000		
GRANT EXPENSES	32,682.47	
E-1545-S055-S02.002		
SALARIES/FRINGES	100,000.00	
Expenses Total	132,682.47	
TARGETD COMM ALTR TO PRISON Dept Total	132,682.47	
Expenses Fund Total	132,682.47	
Fund S56 PROBATION SERVICES GRANT- COMM		
Fiscal Year 2021		
Department 1546 PROBATION SERVICES GRANT		
Expenses		
E-1546-S056-S04.001		
SALARY/FRINGES	154,531.65	
Expenses Total	154,531.65	
PROBATION SERVICES GRANT Dept Total	154,531.65	
Expenses Fund Total	154,531.65	
Fund S65 BCBDD SEVERANCE BENEFIT FUND		
Fiscal Year 2021		
Department 2409 BCDD SEVERANCE BENEFIT FUND		
Expenses		
E-2409-S065-S01.000		
SEVERANCE BENEFIT PAYMENTS	350,000.00	
Expenses Total	350,000.00	
BCDD SEVERANCE BENEFIT FUND Dept Total	350,000.00	

Expenses	Fund Total	350,000.00
Fund	S66 BCBDD - MAIN FUND	
Fiscal Year	2021	
Department	2410 DEVELOPMENTAL DISABLILITIES	
Expenses		
E-2410-S066-S65.002		
SALARIES		3,927,365.00
E-2410-S066-S66.010		
SUPPLIES		400,000.00
E-2410-S066-S67.000		
MATERIALS		20,000.00
E-2410-S066-S68.012		
EQUIPMENT		200,000.00
E-2410-S066-S69.000		
CONTRACT REPAIRS		100,000.00
E-2410-S066-S70.011		
CONTRACT SERVICES		3,300,000.00
E-2410-S066-S75.000		
TRAVEL AND EXPENSES		120,000.00
E-2410-S066-S76.003		
P.E.R.S./S.T.R.S.		550,000.00
E-2410-S066-S77.004		
WORKERS' COMPENSATION		60,000.00
E-2410-S066-S78.007		
UNEMPLOYMENT COMPENSATION		10,000.00
E-2410-S066-S79.005		
MEDICARE		57,000.00
E-2410-S066-S80.000		
OTHER EXPENSES		1,100,000.00
E-2410-S066-S84.074		
TRANSFERS-OUT		8,000,000.00
E-2410-S066-S85.000		
MR/DD SPECIALIZED SERVICES		800,000.00
Expenses Total		18,644,365.00
DEVELOPMENTAL DISABLILITIES Dept Total		18,644,365.00
Expenses	Fund Total	18,644,365.00
Fund	S67 BCBDD - DD RESERVE FUND	
Fiscal Year	2021	
Department	2411 RESERVE ACCOUNT-BD OF DD	
Expenses		
E-2411-S067-S20.000		
OTHER EXPENSES		188,980.66
Expenses Total		188,980.66
RESERVE ACCOUNT-BD OF DD Dept Total		188,980.66
Expenses	Fund Total	188,980.66
Fund	S68 BCBDD-RESIDENTIAL SERV FUND	
Fiscal Year	2021	
Department	2412 COMMUNITY MR/DD RES SERVICES	
Expenses		
E-2412-S068-S04.011		
CONTRACT SERVICES		158,417.60

Expenses Total	158,417.60
COMMUNITY MR/DD RES SERVICES Dept Total	158,417.60
Expenses Fund Total	158,417.60
Fund S69 BCBDD-MEDICAID RESERVE FUND	
Fiscal Year 2021	
Department 2413 MEDICAID RESERVE- BD OF DD	
Expenses	
E-2413-S069-S01.011	
CONTRACT SERVICES	370,407.84
Expenses Total	370,407.84
MEDICAID RESERVE- BD OF DD Dept Total	370,407.84
Expenses Fund Total	370,407.84
Fund S70 BELMONT CO SENIOR PROGRAMS	
Fiscal Year 2021	
Department 5005 IN HOME CARE LEVY-COMM ON AGIN	
Expenses	
E-5005-S070-S01.002	
SALARY	2,100,000.00
E-5005-S070-S02.003	
PERS	294,000.00
E-5005-S070-S03.004	
WORKERS' COMP	5,000.00
E-5005-S070-S04.005	
MEDICARE	31,000.00
E-5005-S070-S05.011	
CONTRACT SERVICES	150,000.00
E-5005-S070-S06.006	
HOSPITALIZATION	700,000.00
E-5005-S070-S08.000	
TRAVEL	2,500.00
E-5005-S070-S10.000	
FACILITIES	150,000.00
E-5005-S070-S12.000	
CAPITAL OUTLAY	430,000.00
E-5005-S070-S13.000	
UNEMPLOYMENT COMPENSATION	2,500.00
E-5005-S070-S16.000	
FOOD	900,000.00
E-5005-S070-S17.000	
FUEL	122,500.00
E-5005-S070-S18.000	
MAINTENANCE AND REPAIRS, EQUIP	225,000.00
E-5005-S070-S19.000	
MAINTENANCE AND REPAIRS, VEHICLES	122,500.00
E-5005-S070-S20.000	
OFFICE SUPPLIES	30,000.00
E-5005-S070-S22.006	
DENTAL, VISION, & LIFE	10,000.00
Expenses Total	5,275,000.00
IN HOME CARE LEVY-COMM ON AGIN Dept Total	5,275,000.00

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Expenses Fund Total 5,275,000.00

Fund S74 MEDIATION GT FUND-COMMON PLEAS

Fiscal Year 2021

Department 1573 MEDIATION GRANT-COMMON PLEAS

Expenses

E-1573-S074-S01.002

SALARIES 185.20

Expenses Total 185.20

MEDIATION GRANT-COMMON PLEAS Dept Total 185.20

Expenses Fund Total 185.20

Fund S75 MHAS SUBSIDY GRANT

Fiscal Year 2021

Department 1518 MHAS SUBSIDY GRANT

Expenses

E-1518-S075-S03.002

SALARYFRINGES 35,126.90

Expenses Total 35,126.90

MHAS SUBSIDY GRANT Dept Total 35,126.90

Expenses Fund Total 35,126.90

Fund S76 SMART OHIO PILOT GRANT

Fiscal Year 2021

Department 1519 SMART OHIO PILOT GRANT

Expenses

E-1519-S076-S06.011

EXPENSES 20162017 GRANT YEAR 0.98

Expenses Total 0.98

SMART OHIO PILOT GRANT Dept Total 0.98

Expenses Fund Total 0.98

Fund S77 COMM-BASED CORRECTIONS ACT GRT

Fiscal Year 2021

Department 1520 COMM BASED CORRECTIONS ACT GRA

Expenses

E-1520-S077-S01.002

SALARIES 4,439.87

Expenses Total 4,439.87

COMM BASED CORRECTIONS ACT GRA Dept Total 4,439.87

Expenses Fund Total 4,439.87

Fund S78 GEN FD-SUPPLEMNT EQUIPCO RECDR

Fiscal Year 2021

Department 1210 GEN FUND SUPPLMNTL EQUIPCO RE

Expenses

E-1210-S078-S08.011

CONTRACT SERVICES 41,348.00

Expenses Total 41,348.00

GEN FUND SUPPLMNTL EQUIPCO RE Dept Total 41,348.00

Expenses Fund Total 41,348.00

Fund S79 CERTIFICATE OF TITLE ADM FUND

Fiscal Year 2021

Department 6010 CERTIFICATE OF TITLE ADM

Expenses		
E-6010-S079-S01.002		
SALARIES	450,000.00	
E-6010-S079-S03.010		
SUPPLIES	20,000.00	
E-6010-S079-S06.003		
P.E.R.S.	60,000.00	
E-6010-S079-S07.006		
HOSPITALIZATION INSURANCE	75,000.00	
E-6010-S079-S08.005		
MEDICARE	6,000.00	
E-6010-S079-S09.004		
WORKERS' COMPENSATION	5,000.00	
E-6010-S079-S10.074		
TRANSFERS-OUT	271,646.57	
E-6010-S079-S12.000		
TRAVEL AND EXPENSES	3,000.00	
Expenses Total	890,646.57	
CERTIFICATE OF TITLE ADM Dept Total	890,646.57	
Expenses Fund Total	890,646.57	
Fund S80 CLERK OF COURTS-COMPUTER FUND		
Fiscal Year 2021		
Department 1580 CLERK OF COURTS COMPUTER		
Expenses		
E-1580-S080-S08.000		
COMPUTER EXPENSES	30,617.24	
Expenses Total	30,617.24	
CLERK OF COURTS COMPUTER Dept Total	30,617.24	
Expenses Fund Total	30,617.24	
Fund S81 PROBATE COURT-COMPUTER FUND		
Fiscal Year 2021		
Department 1581 PROBATE COURT COMPUTER		
Expenses		
E-1581-S081-S08.000		
COMPUTER EXPENSES	31,554.09	
Expenses Total	31,554.09	
PROBATE COURT COMPUTER Dept Total	31,554.09	
Expenses Fund Total	31,554.09	
Fund S82 WESTERN DIV CRT-COMPUTER FUND		
Fiscal Year 2021		
Department 1550 WESTERN DIVISION COURT COMPUTE		
Expenses		
E-1550-S082-S05.012		
COMPUTER EXPENSES-EQUIPMENT	80,000.00	
E-1550-S082-S06.000		
COMPUTER SOFTWARE	40,000.00	
E-1550-S082-S07.000		
OTHER EXPENSES	85,457.20	
Expenses Total	205,457.20	
WESTERN DIVISION COURT COMPUTE Dept Total	205,457.20	

Expenses

Expenses Fund Total 205,457.20

Fund S83 NORTHERN DIV CRT-COMPUTER FUND

Fiscal Year 2021

Department 1560 NORTHERN DIVISION COURT COMPUT

Expenses

E-1560-S083-S06.000

COMPUTER SOFTWARE 21,628.00

E-1560-S083-S08.012

COMPUTER EXPENSES-EQUIPMENT 6,604.83

Expenses Total 28,232.83

NORTHERN DIVISION COURT COMPUT 28,232.83
Dept Total

Expenses Fund Total 28,232.83

Fund S84 EASTERN DIV CRT-COMPUTER FUND

Fiscal Year 2021

Department 1570 EASTERN DIVISION COURT COMPUTE

Expenses

E-1570-S084-S06.000

COMPUTER SOFTWARE 37,429.56

E-1570-S084-S07.000

OTHER EXPENSES 37,429.57

Expenses Total 74,859.13

EASTERN DIVISION COURT COMPUTE Dept 74,859.13
Total

Expenses Fund Total 74,859.13

Fund S85 JUVENILE COURT-COMPUTER FUND

Fiscal Year 2021

Department 1582 JUVENILE COURT COMPUTER

Expenses

E-1582-S085-S08.000

COMPUTER EXPENSES 1,456.52

Expenses Total 1,456.52

JUVENILE COURT COMPUTER Dept Total 1,456.52

Expenses Fund Total 1,456.52

Fund S86 NORTHERN CT-GEN SPEC PROJECTS

Fiscal Year 2021

Department 1561 NORTHERN COURT GENERAL SPEC PR

Expenses

E-1561-S086-S01.002

SALARIES 57,966.73

E-1561-S086-S02.003

P.E.R.S. 7,500.00

E-1561-S086-S03.006

HOSPITALIZATION INSURANCE 20,000.00

E-1561-S086-S04.004

WORKERS' COMPENSATION 900.00

E-1561-S086-S05.005

MEDICARE 700.00

E-1561-S086-S06.010

SUPPLIES 4,486.81

E-1561-S086-S08.000

OTHER EXPENSES	4,486.81
Expenses Total	96,040.35
NORTHERN COURT GENERAL SPEC PR Dept Total	96,040.35
Expenses Fund Total	96,040.35
Fund S87 EASTERN CRT-GEN SPEC PROJECTS	
Fiscal Year 2021	
Department 1571 EASTERN COURT GENERAL SPEC PRO	
Expenses	
E-1571-S087-S01.002	
SALARIES	50,000.00
E-1571-S087-S02.003	
P.E.R.S.	6,500.00
E-1571-S087-S03.006	
HOSPITALIZATION INSURANCE	20,000.00
E-1571-S087-S04.004	
WORKERS' COMPENSATION	1,200.00
E-1571-S087-S05.005	
MEDICARE	1,000.00
E-1571-S087-S06.010	
SUPPLIES	90,000.00
E-1571-S087-S07.012	
EQUIPMENT	5,000.00
E-1571-S087-S08.000	
OTHER EXPENSES	173,723.04
Expenses Total	347,423.04
EASTERN COURT GENERAL SPEC PRO Dept Total	347,423.04
Expenses Fund Total	347,423.04
Fund S88 WESTERN CRT-GEN SPEC PROJECTS	
Fiscal Year 2021	
Department 1551 WESTERN COURT GENERAL SPEC PRO	
Expenses	
E-1551-S088-S01.002	
SALARIES	75,000.00
E-1551-S088-S02.003	
P.E.R.S.	15,000.00
E-1551-S088-S03.006	
HOSPITALIZATION INSURANCE	22,000.00
E-1551-S088-S04.004	
WORKERS' COMPENSATION	2,000.00
E-1551-S088-S05.005	
MEDICARE	1,500.00
E-1551-S088-S06.010	
SUPPLIES	50,000.00
E-1551-S088-S07.012	
EQUIPMENT	25,000.00
E-1551-S088-S08.000	
OTHER EXPENSES	106,842.13
Expenses Total	297,342.13
WESTERN COURT GENERAL SPEC PRO Dept Total	297,342.13
Expenses Fund Total	297,342.13

Fund S89 COMMON PLEAS CT-GEN SPEC PROJ		
Fiscal Year	2021	
Department 1572 COMMON PLEAS CT GEN SPEC PROJ		
Expenses		
E-1572-S089-S01.000		
OTHER EXPENSES	235,771.76	
Expenses Total	235,771.76	
COMMON PLEAS CT GEN SPEC PROJ Dept Total	235,771.76	
Expenses Fund Total	235,771.76	
Fund S95 COMMON PLEAS CT-COMPUTER FUND		
Fiscal Year	2021	
Department 1588 COMMON PLEAS COURT COMPUTER		
Expenses		
E-1588-S095-S03.000		
OTHER EXPENSES	15,977.69	
Expenses Total	15,977.69	
COMMON PLEAS COURT COMPUTER Dept Total	15,977.69	
Expenses Fund Total	15,977.69	
Fund S96 JUVENILE CT-GEN SPEC PROJECTS		
Fiscal Year	2021	
Department 1589 JUVENILE COURT GENERAL SPEC PR		
Expenses		
E-1589-S096-S08.002		
SALARY	6,044.48	
E-1589-S096-S09.000		
FRINGES	1,000.00	
E-1589-S096-S10.010		
SUPPLIES	500.00	
E-1589-S096-S12.000		
OTHER EXPENSES	700.00	
Expenses Total	8,244.48	
JUVENILE COURT GENERAL SPEC PR Dept Total	8,244.48	
Expenses Fund Total	8,244.48	
Fund S97 PROBATE CT-GEN SPECIAL PROJ		
Fiscal Year	2021	
Department 1590 PROBATE COURT GENERAL SPEC PRO		
Expenses		
E-1590-S097-S10.010		
SUPPLIES	1,000.00	
E-1590-S097-S12.000		
OTHER EXPENSES	9,998.74	
Expenses Total	10,998.74	
PROBATE COURT GENERAL SPEC PRO Dept Total	10,998.74	
Expenses Fund Total	10,998.74	
Fund S98 VOTER REG SYS GRANT/ELETION BD		
Fiscal Year	2021	
Department 9700 VOTER REG SYS GRANT/ELECTION B		
Expenses		
E-9700-S098-S02.011		

CONTRACT SERVICES	204.50
Expenses Total	204.50
VOTER REG SYS GRANT/ELECTION B Dept Total	204.50
Expenses Fund Total	204.50
Fund S99 PROB CRT CONDUCT BUSNSS FND	
Fiscal Year 2021	
Department 1599 CONDUCT OF BUSINESS FUND	
Expenses	
E-1599-S099-S10.010	
SUPPLIES	20,000.00
E-1599-S099-S11.012	
EQUIPMENT	100,000.00
E-1599-S099-S12.000	
OTHER EXPENSES	371,771.80
Expenses Total	491,771.80
CONDUCT OF BUSINESS FUND Dept Total	491,771.80
Expenses Fund Total	491,771.80
Fund T01 HELP AMERICA VOTE ACT/BD ELECT	
Fiscal Year 2021	
Department 9701 HELP AMERICA VOTE ACT/BD ELECT	
Expenses	
E-9701-T001-T05.000	
TRAINING	19.02
Expenses Total	19.02
HELP AMERICA VOTE ACT/BD ELECT Dept Total	19.02
Expenses Fund Total	19.02
Fund T05 BCSO COMPUTER UPGRADE PROJ/SHR	
Fiscal Year 2021	
Department 5102 BCSOCOMPUTER UPGRADE/SHERIFF	
Expenses	
E-5102-T005-T02.000	
OTHER EXPENSES	63.00
Expenses Total	63.00
BCSOCOMPUTER UPGRADE/SHERIFF Dept Total	63.00
Expenses Fund Total	63.00
Fund T10 WATER & SEWER GUARANTEE DEP	
Fiscal Year 2021	
Department 3711 WATER & SEWER GUARANTEE DEPOSI	
Expenses	
E-3711-T010-T01.000	
GUARANTEE DEPOSIT FUND	50,623.46
E-3711-T010-T04.074	
TRANSFERS-OUT	50,623.45
Expenses Total	101,246.91
WATER & SEWER GUARANTEE DEPOSI Dept Total	101,246.91
Expenses Fund Total	101,246.91
Fund T32 COPS/TECH PROJ-SHERIFF	
Fiscal Year 2021	

Department 9732 COPS TECH PROJ/GRANT		
Expenses		
E-9732-T032-T06.012		
EQUIPMENT	464.00	
Expenses Total	464.00	
COPS TECH PROJ/GRANT Dept Total	464.00	
Expenses Fund Total	464.00	
Fund W20 LAW LIBRARY RESOURCES FUND		
Fiscal Year 2021		
Department 9720 LAW LIBRARY RESOURCES FUND		
Expenses		
E-9720-W020-W02.002		
SALARY - CLERK	10,000.00	
E-9720-W020-W03.003		
PERS	1,000.00	
E-9720-W020-W05.005		
MEDICARE	100.00	
E-9720-W020-W07.010		
SUPPLIES	13,391.34	
Expenses Total	24,491.34	
LAW LIBRARY RESOURCES FUND Dept Total	24,491.34	
Expenses Fund Total	24,491.34	
Fund W50 MARRIAGE LICENSE		
Fiscal Year 2021		
Department 9711 MARRIAGE LICENSE		
Expenses		
E-9711-W050-W03.000		
MARRIAGE LICENSE	13,841.24	
Expenses Total	13,841.24	
MARRIAGE LICENSE Dept Total	13,841.24	
Expenses Fund Total	13,841.24	
Fund W80 PROSECUTOR'S - VICTIM PROGRAM		
Fiscal Year 2021		
Department 1511 PROSECUTORS VICTIM ASSIST PROG		
Expenses		
E-1511-W080-P01.002		
SALARIES	10,470.40	
E-1511-W080-P02.010		
SUPPLIES	250.00	
E-1511-W080-P03.000		
TRAVEL	28.00	
E-1511-W080-P04.000		
OTHER EXPENSES	132.00	
E-1511-W080-P05.003		
P.E.R.S.	1,200.00	
E-1511-W080-P06.004		
WORKERS' COMPENSATION	580.00	
E-1511-W080-P07.006		
HOSPITALIZATION INSURANCE	261.20	
E-1511-W080-P08.005		
MEDICARE	120.00	
E-1511-W080-P15.000		

RENT	784.05
Expenses Total	13,825.65
PROSECUTORS VICTIM ASSIST PROG Dept Total	13,825.65
Expenses Fund Total	13,825.65
Fund W81 D.R.E.T.A.C. PROSECUTORS	
Fiscal Year 2021	
Department 1510 D.R.E.T.A.C. - PROSECUTORS EXP	
Expenses	
E-1510-W081-P01.002	
SALARIES	73,110.00
E-1510-W081-P04.000	
OTHER EXPENSES	3,000.00
E-1510-W081-P05.003	
P.E.R.S.	10,250.00
E-1510-W081-P06.004	
WORKERS' COMPENSATION	2,000.00
E-1510-W081-P08.005	
MEDICARE	700.00
Expenses Total	89,060.00
D.R.E.T.A.C. - PROSECUTORS EXP Dept Total	89,060.00
Expenses Fund Total	89,060.00
Fund W82 D.R.E.T.A.C.-TREASURER	
Fiscal Year 2021	
Department 1410 D.R.E.T.A.C. - TREASURERS	
Expenses	
E-1410-W082-T01.002	
SALARIES	35,000.00
E-1410-W082-T02.010	
SUPPLIES	10,000.00
E-1410-W082-T04.000	
OTHER EXPENSES	35,000.00
E-1410-W082-T05.003	
P.E.R.S.	6,000.00
E-1410-W082-T06.004	
WORKERS' COMPENSATION	1,000.00
E-1410-W082-T07.006	
HOSPITALIZATION INSURANCE	2,000.00
E-1410-W082-T08.005	
MEDICARE	1,000.00
E-1410-W082-T09.011	
CONTRACT SERVICES	35,000.00
E-1410-W082-T10.000	
ADVERTISING AND PRINTING	20,000.00
Expenses Total	145,000.00
D.R.E.T.A.C. - TREASURERS Dept Total	145,000.00
Expenses Fund Total	145,000.00
Fund Y21 UNCLAIMED MONIES	
Fiscal Year 2021	
Department 9821 UNCLAIMED MONIES	
Expenses	
E-9821-Y021-Y01.000	

UNCLAIMED MONIES	50,000.00
Expenses Total	50,000.00
UNCLAIMED MONIES Dept Total	50,000.00
Expenses Fund Total	50,000.00
Fund Y29 TAX CERTIFICATE ADM FUND	
Fiscal Year 2021	
Department 9829 TAX CERTIFICATE ADM FUND	
Expenses	
E-9829-Y029-Y05.000	
POSTAGE	3,000.00
E-9829-Y029-Y06.000	
LIEN RECORDING/RELEASE FEES	20,000.00
E-9829-Y029-Y07.000	
REFUNDS	5,000.00
Expenses Total	28,000.00
TAX CERTIFICATE ADM FUND Dept Total	28,000.00
Expenses Fund Total	28,000.00
Grand Total for Expenses	120,269,447.16
Grand Total Net Rev/Exp	120,269,447.16

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

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

Frank Shaffer, Pultney Township Trustee, said he felt the Board of Commissioners and their staff are good stewards of the county tax payer dollars. Mr. Dutton said they take this very seriously and always cut their department the most to lead by example.

RECESS

Rob Sproul, Deputy Health Commissioner
Re: COVID-19 Update

Mr. Sproul reported there have been 3,956 positive cases, 2,883 recoveries, 961 are in isolation, 35 are hospitalized and 77 deaths. He said the second phase 1B of the vaccine has been delayed for at least two weeks. They are continuing to work on the first phase 1A which includes nursing homes, hospitals, physicians and first responders, etc. He said 1B phase includes the population which is 65 or older, 40% of Belmont County’s population is 65 or older. It also includes school staff and anyone with a serious health condition. Ohio is getting about 100,000 doses of the vaccine a week, Belmont County receives about 100 doses a week. Mr. Sproul added they still have to continue to work on their normal day to day operations.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:25 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Jeff Felton, DJFS Director and Lori O’Grady, DJFS HR Manager, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of a public employee.
Upon roll call the vote was as follows:

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

Christine Parker, Administrator and Shelley Schramm, Public Assistance Administrator was also present for executive session.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:08 A.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to exit executive session at 11:08 a.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is no action for the board to consider at this time.

January 6, 2021

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:57 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:57 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of January, 2021.

_____ COUNTY COMMISSIONERS

We, Jerry Echemann 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.

_____ PRESIDENT
_____ CLERK