

St. Clairsville, Ohio

March 17, 2021

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Jerry Echemann, Josh Meyer and J. P. Dutton, 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. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue her warrant on the County Treasurer in payment of the bills allowed:

IN THE TOTAL AMOUNT OF \$1,457,338.62

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

S66 BCBDD MAIN FUND AND S67 BCBDD-DD RESERVE FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers In	\$1,000,000.00

S66 BCBDD MAIN FUND AND S68 BCBDD-RESIDENTIAL SERV. FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2412-S068-S08.574 Transfers In	\$1,000,000.00

S66 BCBDD MAIN FUND AND S69 BCBDD-MEDICAID RESERVE FUND

FROM	TO	AMOUNT
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$1,000,000.00

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriation, in accordance with the Amended Official Certificate of Estimated Resources as revised by the Budget Commission, under the date of March 17, 2021:

CARRYOVER PURCHASE ORDERS THAT HAVE BEEN CLOSED AND REQUIRE REAPPROPRIATION

A00 General Fund

E-0021-A002-E03.000	Supplies	\$182.85
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Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the March 17, 2021 meeting:

A00 GENERAL FUND

E-0054-A006-F11.012	Equipment	\$1,000.00
E-0057-A006-F06.011	Veterinary Services	\$2,121.50

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$21,448.68
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H11 FAMILY AND CHILDREN 1ST COUNCIL/BCDJFS

E-2770-H011-H12.000	SFY20 Multi-System Youth Funding	\$1,818.18
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N22 WWS CAPITAL IMPROVEMENTS/BCSSD

E-9022-N022-N04.055	Contract Projects	\$169,454.09
E-9022-N022-N17.000	USDA Water Projects	\$50,789.14

O60 WATER BOND RETIREMENT/BCSSD

E-9260-O060-O01.050	Principal Loan Payments	\$3,334,971.73
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P05 WATER WORKS FUND/BCSSD

E-3702-P005-P34.074	Transfers Out	\$2,123,586.81
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S67 BCBDD DD RESEVE FUND

E-2411-S067-S20.000	Other Expenses	\$1,000,000.00
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S68 BCBDD RESIDENTIAL SER. FUND

E-2412-S068-S04.011	Contract Services	\$1,000,000.00
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S69 BCBDD MEDICAID RESERVE FUND

E-2413-S069-S01.011	Contract Services	\$1,000,000.00
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T11 BEL.CO COMMISSIONERS C.D.B.G.

E-9702-T011-T02.000	HOME Grant-Monies from HUD	\$24,750.00
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W80 PROSECUTOR-VICTIM ASSISTANCE

E-1511-W080-P01.002	Salary	\$2,479.74
E-1511-W080-P05.003	PERS	\$600.00
E-1511-W080-P07.006	Hospitalization	\$135.00
E-1511-W080-P08.005	Medicare	\$100.00
E-1511-W080-P15.000	Rent	\$261.35

Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$167,450.57
E-9801-Y001-Y03.000	Township-Permissive Tax	\$59,388.73
E-9801-Y001-Y05.000	Pease Township	\$2,472.00
E-9801-Y001-Y06.000	Goshen Township	\$1,128.00

E-9801-Y001-Y07.000	Warren Township	\$2,282.02
E-9801-Y001-Y08.000	Pultney Township	\$3,456.00
E-9801-Y001-Y09.000	Flushing Township	\$456.00
E-9801-Y001-Y10.000	Colerain Township	\$1,021.50
E-9801-Y001-Y11.000	Kirkwood Township	\$153.00
E-9801-Y001-Y12.000	Mead Township	\$687.00
E-9801-Y001-Y13.000	Richland Township	\$2,266.50
E-9801-Y001-Y14.000	Smith Township	\$456.00
E-9801-Y001-Y15.000	Somerset Township	\$306.00
E-9801-Y001-Y16.000	Union Township	\$796.50
E-9801-Y001-Y17.000	Washington Township	\$220.50
E-9801-Y001-Y18.000	Wayne Township	\$180.00
E-9801-Y001-Y19.000	Wheeling Township	\$414.00
E-9801-Y001-Y20.000	York Township	\$222.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF JANUARY, FEBRUARY AND MARCH 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for
Waived Hospitalization for the months of January, February and March 2021.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	8,083.33
E-1600-B000-B13.006	DOG & KENNEL FUND	R-9891-Y091-Y03.500	250.00
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	24.48
E-2218-G000.G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	100.26
E-2227-F074-F06.000	HOME SEWAGE TREATMENT	R-9891-Y091-Y03.500	87.72
E2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	249.94
E-2233-F085-F01.002	MATERNAL CHILD HEALTH	R-9891-Y091-Y03.500	249.99
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y03.500	12.54
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y03.500	12.54
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y03.500	5.01
E-2219-N050-N05.000	WATER SYSTEMS	R-9891-Y091-Y03.500	7.52
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,166.66
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,100.00
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	150.00
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	750.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	750.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	3,833.33
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	1,250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	750.00
E-2410-S066.S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	2,000.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	750.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
		TOTAL	22,583.32

Upon roll call the vote was as follows:

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

HOLDING ACCOUNT CHARGEBACK FOR FEBRUARY 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account for the month of February 2021.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,834.24
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	0.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	985.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	3,245.30
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	6,450.84
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	386.40
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	5,798.72
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	3,100.72
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,260.70
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	6,876.35
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	9,670.42
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	628.92
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	4,189.25
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,228.30
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	4,883.93
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,332.08
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,511.70
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,923.36
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,860.22
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	23,236.38
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	3,009.79
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,186.26
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	4,113.58
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	3,394.82
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,559.96
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	28.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	88.12
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			111,900.42
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	2,026.94
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	1,240.29
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	97.88
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	802.93
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	471.76
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	469.18
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	4,680.15
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	265.48
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	271.26
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	795.12
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	117.98
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	176.90
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,306.91

Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	82.97
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	66.59
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	47,561.70
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	1,590.26
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	7,187.98
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,403.34
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,197.74
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	16,885.79
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,886.36
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,304.80
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	336.00
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,364.73
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	310.11
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	854.87
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	718.49
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,570.58
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	17,339.71
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,082.57
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,669.22
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	8,114.86
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	9,728.68
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	3,467.63
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	806.66
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	538.46
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	36,119.01
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	18,940.49
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	589.62
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	735.80
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	3,034.86
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	624.26
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	489.80
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	602.18
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	129.36
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,109.43
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	559.54
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	787.08
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	140.00
			324,840.13

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies.
GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$2,121.50 deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on 3-15-2021 (*Money was received from Belmont County Cat Stray Shun for the reimbursement of February 2021 New Horizon Animal Hospital vet bills*).

OIL & GAS RECEIPTS/DOANATIONS TO EMA-\$1,000.00 deposited into R-0050-A02.500 on 2-24-2021.
T11 GRANT MONIES-\$24,750.00 deposited into R-9720-T011-T02.501 on 3-10-2021.

Upon roll call the vote was as follows:

March 17, 2021

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated March 17, 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. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:
RECORDER-Jason Garczyk to Dublin, OH, on April 12-13, 2021, to attend the Ohio Recorder’s Association’s Spring Continuing Education conference. A county vehicle will be used for travel. Estimated expenses: \$129.00.
Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of March 10, 2021.

Upon roll call the vote was as follows:

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

Announcement: The Belmont County Board of Commissioners is accepting applications to fill a position on the Belmont County District Library Board. Interested parties can contact the Commissioners’ office at [\(740\) 699-2155](tel:7406992155) to request an application. Applications will be accepted through March 24, 2021.

**IN THE MATTER OF HIRING CHARLES DAVIS
AS PART-TIME NUTRITION DRIVER/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hiring of Charles Davis, part-time Nutrition Driver at Senior Services of Belmont County, effective March 22, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR LICENSE FOR
250 CARRYOUT LLC, 250 PIT STOP, DBA 250 PIT STOP**

Motion made by Mr. Echemann, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a C1 & C2, liquor license, Permit No. 9122710, from 250 Pit Stop LLC, DBA 250 Pit Stop, 73122 Pleasant Grove E/End, Colerain Township, Dillonvale, Ohio 43917 to 250 Carryout LLC, 250 Pit Stop, DBA 250 Pit Stop at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

<u>IN THE MATTER OF</u>	[Belmont Co. Commissioners
<u>SIGON ESTATES (3 PRIVATE ROADS)</u>	[Courthouse
<u>PEASE TOWNSHIP SEC 36, T-3, R-2</u>	[St. Clairsville, Ohio 43950
	[Date <u>March 17, 2021</u>

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize the Clerk of the Board to establish a date and time for the Subdivision Hearing in regards to Sigon Estates (3 Private Roads), Pease Township, Section 36, T-3, R-2 pursuant to the Ohio Revised Code Section 711.05 and proceed with the required notifications.

NOTICE OF NEW SUB-DIVISION
Revised Code Sec. 711.05
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To: Amanda Murray, F.O., Pease Township Trustees, 26 Chestnut St, Bridgeport, OH 43912
You are hereby notified that the 31st day of March, 2021, at 9:45 o'clock A. M., has been fixed as the date, and the office of the Commissioners, in the Courthouse, St. Clairsville, Ohio, as the place where the Commissioners will act on the above stated matter.
By order of the Belmont County Commissioners.

Bonnie Zuzak /s/
Clerk of the Board

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

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

**IN THE MATTER OF APPROVING AND AUTHORIZING BELMONT COUNTY
ENGINEER TERRY LIVELY TO SIGN AND SUBMIT THE USDA COMMUNITY
FACILITIES LOAN/GRANT PROGRAMS APPLICATION PACKAGE FOR**

PUBLIC BODIES-EQUIPMENT/VEHICLES-OHIO

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Belmont County Engineer Terry Lively to sign and submit the USDA Community Facilities Loan/Grant Programs Application Package for Public Bodies-Equipment/Vehicles-Ohio in the amount of \$350,000.00 for the Belmont County Engineer’s Department.

Note: This grant will be used to obtain equipment to assist in repairing the many county roads and bridges that have deteriorated or are in need of extensive maintenance.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AN AGREEMENT WITH
HAMMONTREE & ASSOCIATES, LTD/ENGINEER’S**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign an agreement for engineering services with Hammontree & Associates, Ltd. in the not to exceed amount of \$10,700.00 for CR 10 (Barton-Blaine Road) Pavement Rehabilitation Plans, based upon the recommendation of Terry Lively, County Engineer.

Note: This will be paid by the Engineer’s MVGT funds.

**PROFESSIONAL SERVICES AGREEMENT
by and between
BELMONT COUNTY, OHIO
And
HAMMONTREE & ASSOCIATES, LIMITED
for
CR 10 (Barton Blaine Road) Pavement Rehabilitation Plans**

This Agreement is made and entered into by and between BELMONT COUNTY, a political subdivision existing under the laws of the State of Ohio, acting by and through its BOARD OF COMMISSIONERS, with offices located at the 101 West Main Street, St. Clairsville, Ohio 43950, hereinafter referred to as the COUNTY; and HAMMONTREE & ASSOCIATES, LIMITED, a professional association organized, duly licensed and existing under the laws of the State of Ohio for the practice of engineering, with offices located at 5233 Stoneham Road, North Canton, Ohio 44720-1594; hereinafter referred to as the ENGINEER.

WITNESSETH:

WHEREAS, the COUNTY is desirous of rehabilitating the pavement on Barton Blaine Road (CR10) and in engaging the services of the ENGINEER in order to assist the COUNTY with obtaining funding for the design and construction thereof; and

WHEREAS, the COUNTY, by virtue of Resolution has determined to enter into this Agreement with the ENGINEER.

NOW, THEREFORE, for the mutual considerations contained and specified herein, the COUNTY and ENGINEER have agreed and do hereby agree as follows:

ARTICLE 1- SCOPE OF SERVICES

- 1. The services to be performed by the ENGINEER under this Agreement are identified on Attachment “A” – Scope of Services, attached hereto and made a part hereof the same as though completely rewritten herein.
- 1.2. The services indicated are for the completing the necessary construction plans for the referenced roads.

ARTICLE 2- SCHEDULE

- 2.1. The ENGINEER shall commence the services to be performed under this Agreement immediately upon receipt of express written authorization to proceed therewith from the COUNTY.
- 2.2. The ENGINEER shall complete the services to be performed under this Agreement as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The services should be completed within two (2) months from receipt of written authorization to proceed. The ENGINEER has no control over review times by other agencies and will not be responsible for delays caused by events beyond its control. The following dates for submittal to the County's offices shall be met in accordance with the above statements assuming the County issues an authorization to proceed by March 19, 2021.

Stage 1/2 Plans May 3, 2021
Final Plans June 7, 2021

ARTICLE 3- COMPENSATION

- 3.1. The COUNTY shall compensate the ENGINEER for basic services under this agreement an amount not to exceed \$10,700.00 (Ten Thousand Seven Hundred dollars and no cents). The following items were considered in developing the engineering design costs and these phases will be shown on the project invoicing.

Design and Plan Preparation.....	\$10,700
<hr/>	
TOTAL	\$10,700

- 3.2. The ENGINEER shall submit periodic payment requests, but not more than once a month, to the COUNTY based on the amount and value of the work performed during the billing period. The COUNTY shall make prompt payments in response to the ENGINEER’S payment requests.

ARTICLE 4- GENERAL PROVISIONS

- 4.1. The provisions of this Agreement represent the entire and integrated agreement between the COUNTY and the ENGINEER, and supersede all prior negotiations, representations, or agreements, either written or oral, and may only be altered, amended, or repealed by a duly executed written instrument.
- 4.2. The ENGINEER shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the ENGINEER under this Agreement. Review, approval, acceptance, or payment for drawings, designs, specifications, reports and incidental work shall not in any way relieve the ENGINEER of the responsibility for the technical adequacy and design suitability of the services furnished under this Agreement. Nor shall review, approval, acceptance or payment for any of the ENGINEER’S services be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement. The ENGINEER shall be and shall remain liable, in accordance with applicable law, for all damages incurred by the COUNTY as a result of the negligent performance of the ENGINEER of any of the services furnished under this Agreement.
- 4.3. Engineer shall procure and maintain comprehensive general liability insurance, including broad coverage, with liability limits of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate for personal injury and property damage. Engineer shall maintain automobile liability insurance having a combined single limit of not less than \$1,000,000.00 for bodily injury or property damage per occurrence/policy aggregate.
Engineer shall maintain insurance to protect against claims arising from the performance of Engineer's services caused by negligent acts, errors or omissions for which Engineer is legally liable ("Professional Liability Insurance") in the amount not less than \$1,000,000.00 per claim in the annual aggregate.
Engineer shall indemnify and hold harmless the County, County Engineer and their respective Officers, Agents and Employees from claims, losses, damages, judgments and expenses (including but not limited to reasonable attorney's fees and any costs) arising out of Engineer's negligent acts, errors or omissions, failure to act or intentional or willful misconduct of Engineer's performance of this Agreement.
Engineer shall provide proof of the insurance requested herein to the County prior to starting any work under this Agreement.
- 4.4. Engineer shall obtain and maintain Workers' Compensation coverage in the amounts required by law to provide protection for employees of the Engineer. Engineer shall provide proof of such coverage to County prior to starting any work under this Agreement.
- 4.5. The COUNTY shall provide the ENGINEER with full information as to the requirements for the project, and shall make available all information pertinent to the design and construction of the project.

4.6. The COUNTY shall guarantee access to and make all provisions for the ENGINEER to enter under public and private property as required in order for the ENGINEER to perform its services under this Agreement.

4.7. All documents, including design drawings and specifications, furnished by the ENGINEER pursuant to this Agreement, shall become the property of the COUNTY. The COUNTY recognizes that said documents are instruments of the ENGINEER’S services in respect of the project and are not intended or represented by the ENGINEER to be suitable for reuse or alteration by others on the project, or extensions thereof, or on any other project. Any such reuse or alteration without the express written verification or adaptation of the ENGINEER shall be at the user’s sole risk and without liability or legal exposure to the ENGINEER.

4.8. Since the ENGINEER has no control over the cost of labor, material and equipment associated with construction, contractors’ methods of determining prices, competitive bidding or market conditions, its estimates of cost provided for in this Agreement are to be made on the basis of its experience and qualifications and shall represent its best judgment as a design professional familiar with the construction industry. The ENGINEER can not and does not guarantee that proposals, bids or construction costs relative to the project will not vary from estimates it prepares.

4.9. Neither the ENGINEER nor the COUNTY shall assign or transfer its interests in this Agreement, including money that may become or is due, without the express written consent of the other party hereto. Unless specifically stated to the contrary in any express written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained herein shall be construed as giving any rights or benefits under this Agreement to anyone other than the ENGINEER and the COUNTY.

4.10. Either party may terminate this Agreement, in whole or in part, in writing, if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. However, no such termination may be effected unless the other party is given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.11. The COUNTY may terminate this Agreement, in whole or in part, in writing, for its convenience. In such event, the ENGINEER will be given (1) written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (2) an opportunity for consultation with the terminating party before termination.

4.12. If the COUNTY terminates for default, an equitable adjustment in the compensation provided for in this Agreement shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed services or other work, and (2) any payment due the ENGINEER at the time of termination may be adjusted to the extent of any additional costs the COUNTY incurs because of the ENGINEER’S default. The equitable adjustment for any termination shall provide for payment to the ENGINEER for services rendered and expenses incurred before the termination.

4.13. If, after termination for failure of the ENGINEER to fulfill contractual obligations, it is determined that the ENGINEER had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment of the compensation provided for in this Agreement shall be made as provided in 4.12.

4.14. All claims, counterclaims, disputes and other matters in question between the COUNTY and the ENGINEER arising out of or relating to this Agreement or the breach of it will be decided through nonbinding mediation. If agreement through mediation cannot be achieved, it will be decided in a court of competent jurisdiction within the State of Ohio.

4.15. The ENGINEER shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. Said books, records, documents and other evidence shall be available to the COUNTY at mutually convenient times.

4.16. The ENGINEER agrees that it will not discriminate against or intimidate any employee or applicant for employment on account of race, creed, sex, handicap, color or military status.

4.17. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance shall, to any extent, be invalid or unenforceable the remainder of this Agreement or the application of such term covenant or condition to the party or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term covenant or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

4.18. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns.

4.19. A waiver on a particular occasion, by any party, of any default or breach of the terms and conditions of this Agreement shall not be deemed as a waiver of any subsequent default or breach of any term, condition or other provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 17th day of March, 2021.

WITNESSES:

BELMONT COUNTY BOARD OF
COMMISSIONERS

Bonnie Zuzak /s/
Bonnie Zuzak /s/
Bonnie Zuzak /s/

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

WITNESS:

BELMONT COUNTY ENGINEER

Bonnie Zuzak /s/

Terry Lively /s/

Terry D. Lively, P.E., P.S.

WITNESS:

HAMMONTREE & ASSOCIATES, LIMITED

Melinda C. Chase /s/

By: Karl J. Oprisch /s/

Melinda C. Chase

Karl J. Oprisch

Title: Partner

Approved as to form:

KEVIN FLANAGAN

Belmont County Prosecutor

David K. Liberati /s/ Assist. P. A.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF RESCINDING THE MOTION OF
JANUARY 27, 2021, APPROVING THE QUOTE FROM
STEBENVILLE PLATE AND GLASS CORP/ JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to rescind the motion of January 27, 2021 approving the quote from Steubenville Plate and Window Glass Corp. in the amount of \$2,105.92 for eighteen (18) insulated windows for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE #QS0000630 FROM
KINGS AUTO GLASS/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Quote #QS0000630 from Kings Auto Glass in the amount of \$4,230.00 to furnish and install eighteen (18) windows for the Belmont County Jail.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE#2871 FROM TOTTERDALE
BROS. SUPPLY CO. INC/JUSTICE AND OFFICE COMPLEX**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Quote #2871 from Totterdale Bros. Supply Co, Inc., in the amount of \$5,734.91, for one Duramac Dual-Mode Duplex booster pump for the Belmont County Justice and Office Complex.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL #21-065 FROM BUCKEYE MECHANICAL
CONTRACTING, INC/JUSTICE AND OFFICE COMPLEAX**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve proposal #21-065 in the amount of \$4,425.00 from Buckeye Mechanical Contracting, Inc., to install the booster pump at the Belmont County Justice and Office Complex.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE #3053 FROM TIM’S
CUSTOM CABINET DIVISION/JUSTICE AND OFFICE COMPLEX**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve estimate #3053 in the amount of \$2,400.00 from Tim’s Custom Cabinet Division for a security cabinet for the Belmont County Justice and Office Complex.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE #1131 FROM
ABC LAWN CARE, LLC/PUBLIC DEFENDER’S AND ANNEX III**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve estimate #1131 from ABC Lawn Care, LLC, for four (4) security cameras, hardware and installation in the amount of \$5,984.70 for the Belmont County Public Defender’s office and Annex III.

Note: ABC Lawn Care, LLC expanded their lawn care business into security camera installation and sales in 2018 in response to their customers’ requests for better home and business protection.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE #COURT31121 FROM TRUDO
ALBERT FIRE EQUIPMENT/JUSTICE AND OFFICE COMPLEX**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Quote #Court31121 in the amount of \$2710.00, from Trudo Albert Fire Equipment for two (2) AED’s, two (2) storage cabinets and two (2) Stop the Bleed wall mounted kits for the Belmont County Justice and Office Complex.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CERTIFICATE OF COUNTY-WIDE COST
ALLOCATION PLAN FOR MAXIMUS CONSULTING SERVICES, INC. FOR YEAR ENDING 2019**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the **Certificate of County-Wide Cost Allocation Plan** for Maximus Consulting Services, Inc., for the year ending December 31, 2019.

Note: Belmont County contracts with Maximus to prepare the cost allocation plan, which establishes the allowable costs that can be charged back to departments with funding sources outside the General Fund.

BELMONT COUNTY, OHIO

CERTIFICATE OF COUNTY-WIDE COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan prepared by **MAXIMUS Inc.** and submitted herewith and to the best of my knowledge and belief:
All costs included in this proposal based on FY 2019 actual costs to establish cost allocations or billings for FY 2021 are allowable in accordance with the requirements of 2 CFR 200, *(Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)*, and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.
All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently. Acceptance of this Cost Plan is contingent upon no material inaccuracies subsequently being found.
I declare that the foregoing is true and correct.
Signature Jerry Echemann /s/_____
Print Name Jerry Echemann
Title Belmont Co. Commission President
Date of Execution 3-17-2021
Upon roll call the vote was as follows:

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

March 17, 2021

**IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT
RENEWAL BETWEEN BELMONT COUNTY CSEA AND
THE BELMONT COUNTY COMMON PLEAS COURT (MAGISTRATE)**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Title IV-D Contract renewal between Belmont County Child Support Enforcement Agency and the Belmont County Common Pleas Court (Magistrate) for administration of the support enforcement program, effective January 1, 2021 through December 31, 2021 in the maximum amount of \$199,624.91.

Note: Funding is 66% federal share and 34% local share.

Ohio Department of Job and Family Services
IV-D CONTRACT

Pursuant to Title IV-D of the Social Security Act, Parts 302, 303, and 304 of Title 45 of the Code of Federal Regulations (CFR); sections 3125.13 to 3125.17 of the Ohio Revised Code; and rules 5101:12-1-80 to 5101:12-1-80.4 of the Ohio Administrative Code (hereafter "IV-D Contract rules"), the Belmont County Child Support Enforcement Agency (hereafter "CSEA") enters into this IV-D Contract with Belmont County Court of Common Pleas (hereafter "Contractor") to purchase services for the effective administration of the support enforcement program.

The CSEA and the Contractor certify that all IV-D Contract activities shall be performed in compliance with Title IV-D of the Social Security Act, 45 CFR Parts 302, 303, and 304, and the rules in Division 5101:12 of the Administrative Code.

Unless otherwise specified, the terms of this IV-D Contract apply to both governmental contractors and private contractors.

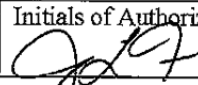
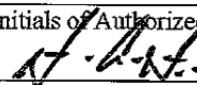
The IV-D Contract consists of this document and all attached forms or documents that are incorporated and deemed to be a part of the IV-D Contract as if fully written herein. Nothing in this IV-D Contract shall be construed contrary to state or federal laws and regulations.

IV-D Contract Terms:

- 1. **IV-D Contract Period:** The IV-D Contract is effective from 01/1/2021 through 12/31/2021, unless terminated earlier in accordance with the terms listed in paragraph 23 of this IV-D Contract. The IV-D Contract period shall not exceed twelve (12) months. The CSEA and contractor may agree upon a IV-D Contract period that is less than twelve (12) months.
- 2. **Unit of Service:** Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the Contractor agrees to provide the following Unit of Service for a IV-D case: Journal Entry.

The CSEA and the Contractor certify that all units of service are eligible for federal financial participation (FFP) reimbursement in accordance with rules 5101:12-1-60 and 5101:12-1-60.1 of the Ohio Administrative Code, the IV-D Contract rules, and 2 CFR, Subtitle A, Chapter II, Part 225 (Circular A-87 of the Federal Office of Management and Budget).

- 3. **Optional Purchase of Non-CSEA Initiated Activities:** In a IV-D Contract with a court for magistrate services, the CSEA may elect to purchase non-CSEA initiated activities in addition to CSEA initiated activities. If the CSEA elects to purchase non-CSEA initiated activities in addition to CSEA initiated activities, the CSEA and the court shall signify the decision by placing their initials on the lines below.

Initials of Authorized CSEA Representative	Initials of Authorized Court Representative
	

- 4. **IV-D Contract Costs:**
 - 4A. **Unit Rate:** The Unit Rate for this IV-D Contract is \$93.28 per Unit of Service as determined by:
 - The calculation listed in the JFS 07020 (Governmental Contractor IV-D Contract Budget) for a IV-D Contract with a governmental entity; or
 - The procurement process for a IV-D Contract with a private entity.
 - 4B. **Total IV-D Contract Cost:** The Total IV-D Contract Cost is \$199,624.91
- 5. **Availability of Funds:** The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it intends to maintain this IV-D Contract for the full period set forth herein, that it believes that it will have sufficient funds to enable it to make all payments due hereunder during such period, and that it will use its best effort to obtain the appropriation of any necessary funds during the term of this IV-D Contract.

- 5A. Payments for all services provided in accordance with the provisions of this IV-D Contract are contingent upon the availability of the non-federal share and FFP reimbursement, as follows:

	Amount	Source
Non-Federal Share	\$67,872.47	Local Sources
FFP Reimbursement	\$131,752.44	
Total IV-D Contract Cost	\$199,624.91	

- 5B. The CSEA certifies that the non-federal share is not provided from any source that is prohibited by state or federal law.

6. **Performance Standards:** The performance standards shall be based upon the requirements in 45 CFR Part 303. The performance standards are attached to this IV-D Contract in a separate document with a label at the top of the first page that reads, "Performance Standards."
7. **Access to the Public:** The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing services between the hours of 9:00 am and 4:30 pm on the following days Monday through Friday with the exception of the following days: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independency Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, Christmas Eve (1/2 Day), Christmas Day and any other day when County Offices are closed by the County Commissioners or the Court of Common Pleas .
8. **Amendments to and Modifications of the IV-D Contract:** The Office of Child Support (OCS) will review all IV-D Contract amendments or modifications and determine whether the amendments or modifications are acceptable for purposes of FFP reimbursement. Language in this IV-D Contract shall not be modified, deleted, struck out, or added, except for the following:
 - **Amendments:** The CSEA or Contractor may amend any information in the insertable fields in the first paragraph of the IV-D Contract or IV-D Contract Terms 1 through 7, provided that both the CSEA and Contractor agree to the amendments, the CSEA submits the amendments to OCS on the JFS 07037 (IV-D Contract Amendment), and OCS accepts the JFS 07037; or
 - **Modifications:** The CSEA or Contractor may modify the language in this IV-D Contract, provided that both the CSEA and the Contractor agree to the modifications, the CSEA submits the proposed modifications to OCS, and OCS accepts the modifications. If the CSEA or Contractor modifies the language in this IV-D Contract without the agreement of both parties to the IV-D Contract and acceptance from OCS, the modified IV-D Contract will have no force or effect of law.
9. **Billing Requirements:** When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D Contract Invoice) is submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided.

When the Contractor is a governmental entity, the Contractor shall ensure that the JFS 07034 (Governmental Contactor Monthly Expense Report) and the JFS 07035 are submitted to the CSEA no later than thirty (30) days after the last day of the month in which services were provided. If the Contractor neglects or refuses to submit the JFS 07034 or JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.

If the Contractor neglects or refuses to submit the JFS 07035 to the CSEA for payment within the appropriate time frame, the CSEA reserves the right to refuse payment.
10. **Expensed Equipment:** Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than depreciated during the IV-D Contract period shall be transferred to the CSEA or the appropriate residual value shall be paid to the CSEA when the equipment is no longer needed to carry out the work under this IV-D Contract or a succeeding IV-D contract.
11. **Monitoring and Evaluation:** The CSEA and the Contractor shall monitor and evaluate the extent to which services described in the IV-D Contract are being performed. The CSEA shall evaluate the performance of the Contractor on the JFS 02151 (IV-D Contract Evaluation) and provide a copy of the completed JFS 02151 to the Contractor.
12. **Recordkeeping:** The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this IV-D Contract. All books, records, payroll, and documents related to this IV-D Contract that are in the possession of the Contractor or of a third party performing work related to this IV-D Contract shall be maintained and preserved by the Contractor for a period of three years after final payment, unless otherwise directed by the CSEA. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized federal, state, and CSEA personnel or their designees. If an audit, litigation, or other action involving the records is started before the end of the three-year period, the records must be retained until all issues arising from the action are resolved or until the end of the three-year period, whichever is later.
13. **Responsibility for Review or Audit Findings and Recommendations:** The Contractor agrees to accept responsibility for replying to and complying with any review or audit findings and recommendations by an authorized state or federal review or audit that are directly related to the provisions of this IV-D Contract.
14. **Indemnity:** When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence of this IV-D Contract indemnify and hold harmless the CSEA, the Ohio Department of Job and Family Services, and the Board of County Commissioners or county administrator in the same county as the CSEA against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this IV-D Contract.

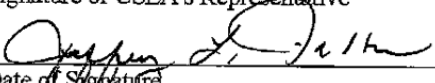
15. **Insurance:** When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
16. **Finding for Recovery:** The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken the appropriate remedial steps required under section 9.24 of the Ohio Revised Code or it otherwise qualifies to contract with the State of Ohio under section 9.24 of the Ohio Revised Code.
17. **Licenses:** The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if applicable, practice law in Ohio have been obtained and are operative. If at any time during the IV-D Contract period the Contractor becomes disqualified or suspended from conducting business or, if applicable, practicing law in Ohio, the Contractor must immediately notify the CSEA of the disqualification or suspension and the Contractor will immediately cease performance of any obligations under this IV-D Contract.
18. **Independent Capacity for the Contractor:** The Contractor and its agents, employees, and subcontractors will act in performance of this IV-D Contract in an independent capacity and not as officers or employees or agents of the State of Ohio or the CSEA.
19. **Confidentiality:** The Contractor agrees that information regarding an individual shall only be used for purposes related to the IV-D program, in accordance with rules 5101:12-1-20 to 5101:12-1-20.2 of the Ohio Administrative Code. Disclosure of information for any other purpose is prohibited.
20. **Americans with Disabilities Act (ADA) Compliance:** The Contractor certifies that it is in full compliance with all statutes and regulations pertaining to the ADA of 1990 and with section 504 of the Rehabilitation Act of 1973.
21. **Civil Rights:** The Contractor certifies compliance with rule 5101:9-2-01 of the Ohio Administrative Code.
22. **Equal Employment Opportunity:** In carrying out this IV-D Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to their race, religion, national origin, ancestry, color, sex, age, disability, or veteran status. Such action shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
23. **Termination:** This IV-D Contract may be terminated:
 - 23A. By mutual agreement at any time after the date on which the two parties reach their decision.
 - 23B. If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is not available to the CSEA in an amount adequate to support the IV-D Contract as determined by the CSEA. When termination of the IV-D Contract occurs under this paragraph, the termination date is the date upon which the FFP reimbursement or non-federal share is no longer available; however, the CSEA may determine a later termination date. The CSEA shall provide the Contractor written notice of the termination but is not required to provide written notice in advance of the termination. Reimbursement to the Contractor will cease on the date of termination of the IV-D Contract.
 - 23C. If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of written notice to the Contractor by the CSEA.
 - 23D. If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract as determined by the CSEA. If the CSEA elects to terminate the IV-D Contract, the CSEA shall provide the Contractor with written notice thirty days in advance of the termination date.
 - 23E. If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D Contract, as determined by the Contractor. If the Contractor elects to terminate the IV-D Contract, the Contractor shall provide the CSEA with written notice thirty days in advance of the termination date.
 - 23F. If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting business or practicing law in Ohio, all obligations under this IV-D Contract shall immediately terminate and the Contractor shall immediately notify the CSEA and cease the performance of any obligations under this IV-D Contract.

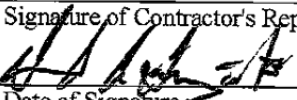
When the IV-D Contract terminates, the Contractor shall be entitled to compensation upon submission of the appropriate form(s), as described in paragraph 9, for the work performed prior to:


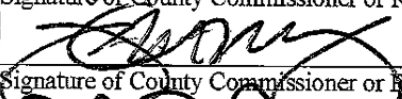

- The date on which the parties reached their decision, in accordance with paragraph 23A;
- The receipt of the written notice of termination, in accordance with paragraphs 23B through 23E; or
- The Contractor being disqualified or suspended from conducting business or practicing law, in accordance with paragraph 23F.

The CSEA shall calculate the compensation based on the Total IV-D Contract Cost less any funds previously paid by or on behalf of the CSEA. The Contractor shall not exceed the Total IV-D Contract Cost. The CSEA shall not be liable for any further claims.

IV-D Contract Signatures:

Signature of CSEA's Representative		Printed Name of CSEA's Representative	
		Jeffery L. Felton	
Date of Signature			
3/10/2021			

Signature of Contractor's Representative		Printed Name of Contractor's Representative	
		Frank A. Fregiato	
Date of Signature		Printed Street Address of Contractor	
3-11-21		101 W. Main Street	
Printed Title of Contractor's Representative		Printed City, State, and Zip Code of Contractor	
Judge		St. Clairsville, Ohio 43950	

Signature of County Commissioner or Representative		Date of Signature	
		3-17-21	
Signature of County Commissioner or Representative		Date of Signature	
		3/17/21	
Signature of County Commissioner or Representative		Date of Signature	
		3/17/21	
Signature of Prosecutor, if required by County Commissioners		Date of Signature	

Upon roll call the vote was as follows:

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

Jeff Felton, Belmont County Department of Job and Family Services Director, said this is the first year he worked on this contract. In the past there were some expenses not included that was allowable. The contract value went from approximately \$70,000 last year to almost \$200,000 this year so more federal match was generated. He noted there will be one in the future for the Prosecutor’s office. Mr. Dutton said Mr. Felton has been putting a lot of hard work in and it’s making a real difference. He said a lot of dollars have been left on the table in the past. Mr. Felton added the reimbursement goes into the General Fund which lessens the burden on the tax payers. He said, “The more we can do as an agency to help the county the better we are and the better the county is.”

OPEN PUBLIC FORUM-Norman Doyle, owner of East Ohio Shooting Academy, asked the Commissioners if they considered passing a resolution in favor of the 2nd Amendment Sanctuary. Mr. Echemann said they have discussed it and are waiting to hear from their legal counsel.

Richard Hord, Martins Ferry, inquired about plans for several older buildings owned by the county. Mr. Echemann said when they get to discussing the issues of these buildings, both demolition or rehabilitation will be considered. Mr. Dutton said there has been a poor track record in maintaining county owned structures. They do evaluations on buildings and try every avenue to see if preservation is possible. He said they are dealing with a lot of facility issues and are making progress.

RECESS

Mental Health & Recovery Board update

Present: Lisa Ward, Director and Patricia Allen, Associate Director
Ms. Ward explained she took over as director on July 5, 2020. She has been a part of the behavioral health community for over 30 years and has spent three years working in Belmont County. They have seen an increase in mental health and substance use disorders since the onset of COVID. She said they had to find ways to transition to Telemedicine. They supported their provider agencies with acquiring the technology and equipment to make services seamless and accessible. They have also provided PPE to their contract provider organizations and other community partners in need including first responders, senior services and the Health Department. They continue working with several agencies in the county including Jobs and Family Services, Juvenile Court and Family and Children First Council. They are also partnering with local school districts to bring awareness of mental health and make sure they have access to providers who can offer help.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:35 A.M

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:46 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:46 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are no motions for the board to consider.

March 17, 2021

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING 11:52 AT A.M.
Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:52 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 24th day of March, 2021.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

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.

Jerry Echemann /s/ PRESIDENT

Bonnie Zuzak /s/ CLERK