

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 \$1,043,966.27

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$616.68
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$6,601.05
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$3,000.00

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:

A00 GENERAL FUND AND W80 PROSECUTORS VICTIM ASSISTANCE

FROM	TO	AMOUNT
E-0111-A001-E02.002 Salary	R-1511-W080-P07.574 Transfers In	\$3,520.92

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT FUND/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$50,789.14

S02 SHERIFFS POLICING REVOLVING FUND AND THE A00 GENERAL FUND

FROM	TO	AMOUNT
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$21,370.06
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$311.02
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$3,013.53
E-5102-S002-S04.006 Health Insurance	E-0256-A014-A06.006 Group and Liability	\$2,152.83

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 following meeting dates:

****JANUARY 04, 2021****

S02 SHERIFFS POLICING REVOLVING FUND

E-5102-S002-S01.002	Salaries	\$21,370.06
E-5102-S002-S02.005	Medicare	\$311.02
E-5102-S002-S03.003	PERS/SPRS	\$3,013.53
E-5102-S002-S04.006	Health Insurance	\$2,152.83

****MARCH 17, 2021****

N22 WWS CAPITAL IMPROVEMENT/BCSSD

E-9022-N022-N17.000	USDA Water Projects	\$50,789.14
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****APRIL 14, 2021****

L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$10,000.00
E-1810-L001-L02.010	Supplies	\$10,352.00
E-1810-L001-L05.011	Contract Services	\$5,000.00

N22 WWS CAPITAL IMPROVEMENT/BCSSD

E-9022-N022-N17.000	USDA Water Projects	\$2,387,071.68
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P65 BELOMAR-LMI HOUSING TRUST FUND

E-1765-P065-P10.000	Grant Expenses	\$4,617.42
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S17 CHILDREN SERVICES/BCDJFS

E-2765-S017-S31.000	Other Expenses	\$52,237.00
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S40.000	Grant Holding Account	\$6,567.73
E-8010-S030-S51.002	Salaries	\$95,104.74
E-8010-S030-S53.000	Medical	\$3,148.00
E-8010-S030-S54.000	Food	\$1,000.00
E-8010-S030-S56.000	Motor Vehicles	\$600.00
E-8010-S030-S58.000	Communications	\$3,800.00
E-8010-S030-S59.000	Fuel/Utilities	\$20,700.00
E-8010-S030-S63.000	General	\$7,200.00
E-8010-S030-S66.003	PERS	\$24,128.15
E-8010-S030-S67.004	Workers Comp	\$7,950.90

April 14, 2021

E-8010-S030-S68.006	Hospitalization	\$63,110.00
E-8010-S030-S69.007	Unemployment Compensation	\$2,737.72
E-8010-S030-S70.005	Medicare	\$2,819.70
E-8010-S030-S71.000	Education/Recreation	\$1,000.00
<u>T11 BEL.CO COMMISSIONERS C.D.B.G.</u>		
E-9702-T011-T01.000	Grant	\$14,101.26
E-9702-T011-T02.000	HOME Grant-Monies from HUD	\$46,298.32
<u>W80 PROSECUTORS VICTIM ASSISTANCE</u>		
E-1511-W080-P01.002	Salary	\$1,250.00
E-1511-W080-P02.010	Supplies	\$250.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other	\$132.00
E-1511-W080-P07.006	Hospitalization	\$3,520.92

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.

P65 LMI HOUSING TRUST FUND-BELOMAR-\$4,617.42 deposited into R-1765-P065-P01.501 on 04/7/2021.

T11 GRANT MONIES-\$46,298.32 deposited into R-9702-T011-T02.501 on 04/9/2021.

T11 GRANT MONIES-\$14,101.26 deposited into R-9702-T011-T01.501 on 04/13/2021.

Upon roll call the vote was as follows:

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 April 14, 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 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 April 7, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT TO THE BELMONT COUNTY DISTRICT LIBRARY BOARD

Motion made by Mr. Echemann, seconded by Mr. Meyer to appoint Richard Hord to the Belmont County District Library Board, effective immediately through July 30, 2025 to fill the unexpired term of James Miller.

Upon roll call the vote was as follows:

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

Mr. Echemann noted Mr. Hord had served on the District Library Board previously.

IN THE MATTER OF APPROVING QUOTE NUMBER 1100 FROM DIGITAL DATA COMMUNICATIONS, INC/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Quote Number 1100 from Digital Data Communications, Inc., in the amount of \$1,570.16 for one Dell Precision 3440 Intel Processor for the Belmont County Jail.

Note: This is a replacement computer that runs the HVAC system at the jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING QUOTE FROM ERB ELECTRIC COMPANY/COMMISSIONERS' OFFICE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the quote from ERB Electric Company in the amount of \$1,146.40 for eight (8) E700-24-button phones for the Belmont County Commissioners' office.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL FROM ERB ELECTRIC COMPANY/COURTHOUSE ATM MACHINE

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from ERB Electric Company in the amount of \$475.00 to furnish and install Cat 6 cable for the Courthouse ATM machine.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING FINAL RESOLUTION FOR THE ODOT PROJECT

BEL-CR-46-2.48/2.79 PID 108719 LANDSLIDE REPAIR PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-CR 46-2.48/2.79 PID 108719, Landslide Repair Project; Estimated LPA share is \$238,700.00 to be paid from the Engineer's MVGT fund. *Note: This project consists of a landslide repair by drilled shaft retaining walls along New Cut Road (CR 46) located at SLM 1.84, SLM 2.48 and SLM 2.79, 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 landslide repair by drilled shaft retaining walls along New Cut Road (C.R. 46) located at SLM 1.84, SLM 2.48, and SLM 2.79, 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 **Two Hundred Thirty-Eight Thousand Seven Hundred and - - - 00/100 Dollars, (\$238,700.00)**, 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 **Two Hundred Thirty-Eight Thousand Seven Hundred and 00/100 Dollars, (\$238,700.00)** 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 14th day of April, 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 April 14, 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)

CONTRACT

(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

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 landslide repair by drilled shaft retaining walls along New Cut Road (C.R. 46) located at SLM 1.84, SLM 2.48, and SLM 2.79, 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 **Two Hundred Thirty-Eight Thousand Seven Hundred and 00/100 Dollars, (\$238,700.00)**.
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;
 - C. To make ample financial and other provisions for such maintenance of the PROJECT after its completion;
 - D. 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;
 - E. 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;
 - F. 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 West Main Street	1980 West Broad Street, 1st Floor
St. Clairsville, Ohio 43950	Columbus, Ohio 43223

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

April 14, 2021

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
TRANSPORTATION**

Director of Transportation

SEAL
(If Applicable)
LOCAL PUBLIC AGENCY
Board of County Commissioners
County of Belmont
Terry Lively /s/
County Engineer
Jerry Echemann /s/
County Commissioner
Josh Meyer /s/
County Commissioner
J. P. Dutton /s/
County Commissioner
4-14-2021

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING FINAL RESOLUTION FOR THE ODOT PROJECT
BEL-CR 24-0.71 PID 108720 LANDSLIDE REPAIR PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-CR 24-0.71 PID 108720, Landslide Repair Project; Estimated LPA share is \$55,000.00 to be paid from the Engineer's MVGT fund.

Note: This project consists of a landslide repair by soil nail retaining wall along Boydsville Road (CR 24) located at SLM 0.71, 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 soil nail retaining wall along Boydsville Road (C.R. 24) located at SLM 0.71, 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 **Fifty-Five Thousand and 00/100 Dollars, (\$55,000.00)**, 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 **Fifty-Five Thousand and 00/100 Dollars, (\$55,000.00)** 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 14th day of April, 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 April 14, 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)

CONTRACT

(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 soil nail retaining wall along Boydsville Road (C.R. 24) located at SLM 0.71, 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 **Fifty-Five Thousand and 00/100 Dollars, (\$55,000.00).**
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. 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 West Main Street	1980 West Broad Street, 1st Floor
St. Clairsville, Ohio 43950	Columbus, Ohio 43223

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. 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.
2. 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. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 6. 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
TRANSPORTATION**

Director of Transportation

SEAL
(If Applicable)
LOCAL PUBLIC AGENCY
Board of County Commissioners
County of Belmont
*Terry Lively /s/*_____
County Engineer
*Jerry Echemann /s/*_____
County Commissioner
*Josh Meyer /s/*_____
County Commissioner
*J. P. Dutton /s/*_____
County Commissioner
4-14-2021

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING FINAL RESOLUTION FOR THE ODOT PROJECT
BEL-CR 4-4.34/5.15 PID 108722 LANDSLIDE REPAIR PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the Final Resolution for the Ohio Department of Transportation Project, BEL-CR 4-4.34/5.15 PID 108722, Landslide Repair Project; Estimated LPA share is \$206,800.00 to be paid from the Engineer's MVGT fund.

Note: This project consists of a landslide repair by drilled shaft retaining walls along Sand Hill Road (CR 4) located at SLM 4.34 and SLM 5.15, 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 landslide repair by drilled shaft retaining walls along Sand Hill Road (C.R. 4) located at SLM 4.34 and SLM 5.15, 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 **Two Hundred Six Thousand Eight Hundred and - - - 00/100 Dollars, (\$206,800.00)**, 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 **Two Hundred Six Thousand Eight Hundred and - - - 00/100 Dollars, (\$206,800.00)** 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 14th day of April, 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 April 14, 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)

CONTRACT

(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 retaining walls along Sand Hill Road (C.R. 4) located at SLM 4.34 and SLM 5.15, including pavement repair and pavement markings, lying within Belmont County.

SECTION V: FINANCIAL PARTICIPATION

7. The STATE agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of this project.
8. 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.
9. 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.
10. 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 **Two Hundred Six Thousand eight Hundred and ---00/100 Dollars, (\$206,800.00)**.
11. 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.
12. 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. 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

3. 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.
4. 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

3. The STATE shall initiate the competitive bid letting process and award the PROJECT in accordance with ODOT's policies and procedures.
4. 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 West Main Street	1980 West Broad Street, 1st Floor

St. Clairsville, Ohio 43950

Columbus, Ohio 43223

SECTION X: FEDERAL REQUIREMENTS

- 3. 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. 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.
- 4. 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

- 7. This contract constitutes the entire contract between the parties. All prior discussions and understandings between the parties are superseded by this contract.
- 8. 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.
- 9. Any change to the provisions of this contract must be made in a written amendment executed by both parties.
- 10. 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.
- 11. 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. This contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.
- 12. 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 TRANSPORTATION

Director of Transportation

SEAL
(If Applicable)
LOCAL PUBLIC AGENCY
Board of County Commissioners
County of Belmont
*Terry Lively /s/*_____
County Engineer
*Jerry Echemann /s/*_____
County Commissioner
*Josh Meyer /s/*_____
County Commissioner
*J. P. Dutton /s/*_____
County Commissioner
4-14-2021

Date

Upon roll call the vote was as follows:

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

Discussion-Belmont County Engineer Terry Lively said most of these slips are from 2018 with one being from 2019. He said, "It's been a long process, but we're finally there, at least on these projects. In all of these cases it's an 80/20 split, since these are Federal Highway routes. We're responsible for 20%. The 20% match was set aside from the \$4 million note that we borrowed. That's how we're using that note, and that note is being paid off using the license plate fees." Mr. Lively added these projects should be completed by the end of the year.

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, asked how the COVID-19 pandemic impacted Belmont County financially. Mr. Echemann said at the start they expected a severe impact due to sales taxes not coming in. As the CARES Act was passed they were careful, but became a little more comfortable with the situation. He added they will eventually receive monies from the American Rescue Plan. Mr. Meyer said over the last few years this board has taken a conservative approach with the budget and at the end of the day the budget is still strong despite the decrease in sales tax revenue. He said they are still getting details on how the money coming in from the American Rescue Plan can be utilized. Mr. Dutton said the board has also been very aggressive with debt repayment which put them in a better position to absorb any loss.

Mr. Hord asked if there has been an increase in the meals delivered by Senior Services of Belmont County. Mr. Echemann said before the pandemic they delivered approximately 900 meals a day and now that number is up to approximately 1,200 meals a day. Mr. Meyer said Senior Services has done a fantastic job in handling the increase.

RECESS

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

Mr. Sproul reported there have been 5,864 positive cases, 5,441 recoveries, 300 are in isolation, 11 are hospitalized and 112 deaths. He said the Johnson and Johnson vaccine has been put on pause due to six cases of blood clots and one death occurring out of 6.8 million doses given out. Mr. Sproul said per Governor DeWine's orders proms and graduations will be allowed with certain guidelines. The mask mandate is still in place. A vaccine clinic will be held Thursday at the Ohio Valley Mall and walk-ups will be allowed. Mr. Sproul said there is speculation a booster vaccine may be needed. They have applied for a grant to pay for two nurses to do walk-up clinics and East Ohio Regional

April 14, 2021

Transportation received a grant from ODOT that will allow them to help with transportation to the vaccine clinics. He noted the Health Department has given out almost 13,000 doses of the vaccine.

RECESS

**9:45 Jeff Felton, Director, Belmont County Dept. of Job and Family Services
Re: Child Abuse Prevention Month Proclamation**

Present for the Child Abuse Prevention proclamation was: Jeff Felton, Director and DJFS staff members Nicole Couch, Christine Parker and John LaRoche.

Mr. Felton said the staff in Children’s Services are on the front lines and work hard every day. He said they want the same thing the family wants and that is for their children to be safe. Mr. Dutton said they do great work for the people of Belmont County. Mr. Felton added they need community partners, neighbors and others to look out for the safety of children.

**IN THE MATTER OF ADOPTING PROCLAMATION DESIGNATING
APRIL AS CHILD ABUSE PREVENTION MONTH**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the proclamation designating April as Child Abuse Prevention Month.

***Proclamation
Recognizing***

“CHILD ABUSE PREVENTION MONTH”

WHEREAS, Belmont County recognizes each April as Child Abuse Prevention Month; and
WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and finding solutions requires input and action from everyone; and
WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities necessary to foster their healthy growth and development; and
WHEREAS, through strengthening the family and community, Belmont County residents are making positive differences in the lives of our children that will ultimately result in a brighter future for our county; and
WHEREAS, effective child abuse prevention strategies succeed because of the meaningful connections and partnerships created between children services, education, health, community and faith-based organizations, businesses and law enforcement agencies; and
WHEREAS, prevention remains the best defense for our children and families; and
WHEREAS, The Belmont County Board of Commissioners and the Belmont County Department of Job and Family Services support and promote the partnership between the State of Ohio, county and local, public and private agencies and our community to prevent child abuse and neglect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Belmont County Commissioners that they do hereby designate APRIL 2021 as “CHILD ABUSE PREVENTION MONTH” throughout the County of Belmont.

Adopted this 14th day of April, 2021.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

Josh Meyer /s/

J. P. Dutton /s/

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:44 A.M

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter executive session with Katie Bayness, HR Administrator, and Lisa Duvall, Dog Warden, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the discipline of a public employee.

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 11:20 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:20 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.

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 11:20 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 employment, promotion and 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 12:50 P.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:50 p.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 two motions for the board to consider.

**IN THE MATTER OF ADOPTING JOB DESCRIPTION
FOR BELMONT COUNTY WATER & SEWER OPERATIONS MANAGER**

April 14, 2021

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the job description of Operations Manager at the Belmont County Water & Sewer District effective April 14, 2021.

Belmont County Water and Sewer District
Position: Operations Manager
Hourly Rate: See Current Pay Scale

Department: Office/Administration
Supervisor: Director

Job Duties:

Oversee the District's budget, financial reporting and auditing. Supervise and work closely with Department Managers to ensure all operational, administrative and compliance functions are being met within the Districts. Manage new infrastructure and capital improvement projects to include: maintaining a list of proposed projects, complete funding applications from various sources in an effort to finance proposed projects and project management responsibilities. Participate in project meetings and correspond with project engineers, contractors, and inspectors. Work with the Director, Board of County Commissioners, and other Elected Officials to improve Belmont County infrastructure. Manage short lived asset replacement projects and purchases to include: equipment, vehicles, storage tank recoating/maintenance, etc. Secure easements, maintain accurate records, spreadsheets, and correspondence. Maintain a safe and healthy work environment by establishing, following and enforcing standards and procedures; complying with legal regulations.

Additional Job Duties:

Assists Director with management duties. Performs other related duties as required. May attend out of town business and related meetings.

Major Work Characteristics:

Compose letters, memos, schedules, reports, and project updates. Complete grant/loan applications, review cost estimates and pay requests. Ability to read and comprehend construction plans and mapping. Knowledge of water and sanitary sewer construction. Strong public relation skills. Accurate record keeping and computer skills. Knowledge of Microsoft Word and Excel software.

Physical Requirements:

Ability to enter construction sites and maneuver around stored material, heavy equipment, and excavated trenches safely.

Minimum Qualifications:

Bachelor's Degree or equivalent experience, leadership experience and/or ability, public entity experience preferred, budgeting and forecasting experience, strong communication skills, great customer service skills, valid driver's license.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MOVING THE PROMOTION OF
REBECCA HUGHES FROM FULL-TIME BUSINESS SERVICE MANAGER
TO FULL-TIME OPERATIONS MANAGER/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the promotion of Rebecca Hughes from full-time Business Service Manager to full-time Operations Manager at the Belmont County Water & Sewer District, at an annual salary starting at \$65,000 per year, effective April 18, 2021.

Upon roll call the vote was as follows:

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

April 14, 2021

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:51 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:51 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 21st day of April, 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