St. Clairsville, Ohio

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.

<u>MEETINGS ARE NOW BEING RECORDED</u> <u>ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS</u> <u>PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.</u>

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 \$435,308.96

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	ТО		AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010	-S030-S60.000 Maintenance	\$5,650.00
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. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows: WATER & SEWER DISTRICT-Rich Connor, Mario DeFelice, Kyle Lachendro, Josh Materkoski and John Yeager to Minerva, OH, during week of April 5, 2021 or week of April 12, 2021, for disposal of asbestos material at Minerva Enterprises. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. Echemann	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 24, 2021.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE RESOLUTION

TO DECLARE SUPPORT OF THE SECOND AMENDMENT

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the resolution to declare support of the second amendment.

WHEREAS, The Ohio Constitution: Article 1, Section 4 states that "The people have the right to bear

arms for their defense and security"; and

THEREAS, The Second Amendment of the Constitution of the United States of America states "A well-regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed"; and

WHEREAS, Article 15, Section 7 of the Ohio Constitution states: "Every person chosen or appointed to any office under this state, before entering upon the discharge of its duties, shall take an oath of office or affirmation, to support the Constitution of the United States; and WHEREAS, Commissioner Echemann, Commissioner Meyer and Commissioner Dutton have all taken such oath and are obligated to support the Constitution of the United States, including the Second Amendment.

NOW, THEREFORE, BE IT RESOLVED, that the Board of County Commissioners of Belmont County hereby reaffirms its support for the Second Amendment to the United States Constitution; and **wishes to express its deep commitment to protecting the Belmont County Citizens Second Amendment Rights; and**

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board of Belmont County Commissioners hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of this Board, and that all deliberations of this Board, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Adopted this 31st day of March, 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

IN THE MATTER OF HIRING ALEXANDRIA REES AS PART-TIME KENNEL STAFF

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the hiring of Alexandria Rees, part-time Kennel Staff at the Belmont County Animal Shelter, effective April 3, 2021.

Upon roll call the vote was as follows:

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

Note: This is a replacement position.

IN THE MATTER OF APPROVING THE LETTER AGREEING TO TERMS OF THE GRANT REQUIREMENTS AND PLAN SUBMITTED TO QUALIFY FOR OHIO DEPT. OF CORRECTIONS TARGETED COMMUNITY ALTERNATAIVES TO PRISON (T-CAP) GRANT/COMMON PLEAS COURT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and authorize Commission President Jerry Echemann to sign the letter agreeing to the terms of the grant requirements and the plan submitted to qualify for the Ohio Department of Corrections **Targeted Community Alternatives to Prison (T-CAP)** grant on behalf of the Belmont County Common Pleas Court.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING CHANGE ORDER NO. 6 FROM COLAIANNI CONSTRUCTION, INC/DIVISIONAL COURTS BUILDING PROJECT

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Change Order No. 6 from Colaianni Construction, Inc., for the Belmont County Divisional Courts Building Renovation Project in the decreased amount of \$14,920.00, for a new contract total of \$6,532,454.00.

AIA Document G701 – 2017

Change Order

PROJECT: (Name and address) Belmont County Divisional Courts Building Renovation 52180 National Road St. Clairsville, Ohio 43950

OWNER: (Name and address) Board of Commissioners of Belmont County, Ohio 101 West Main Street St. Clairsville, Ohio 43950 **CONTRACT INFORMATION:** Contract For: General Trades

Date: March 4, 2020

ARCHITECT: (Name and address) McKinley & Associates The Maxwell Center 32 Twentieth Street, Suite 210 Wheeling, West Virginia 26003 CHANGE ORDER INFORMATION: Change Order Number: 006

Date: March 25, 2021

CONTRACTOR: (Name and address) Colaianni Construction, Inc. 2141 State Route 150 Dillonvale, Ohio 43917

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Eliminate unused Allowance COR A1. Net change (\$12,000.00)

2. Eliminate unused Allowance COR A2. Net change (\$25,000.00)

3. Provide and install replacement carpeting and accent tiles in Rooms 101, 128, 136, 140, 143, 154, 177, 185, 189, as set forth in Exhibit A. Net change \$11,685.00

4. Provide material testing on concrete, soils, mortar, and grout that exceeded the original Allowance provided in Bid Documents, as set forth in Exhibit B. Net change \$753.00

5. Provide and install wood panel to complete woodwork in the jury box in Courtroom 136, as set forth in Exhibit C. Net change \$486.00

6. Provide and install two additional data lines for cubicles in Room 106, as set forth in Exhibit D. Net change \$2,451.00

7. Provide and install water lines to three freezers/icemakers and 3 dishwashers, as set forth in Exhibit E. Net change \$3,789.00

8. Provide and install one-way tinted window film in the front of the lobby, the surveillance room, and security room, as set forth in Exhibit F. Net change \$2,916.00

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

The original Contract Sum was	\$ 6,284,500.00
The net change by previously authorized Change Orders	\$ 262,874.00
The Contract Sum prior to this Change Order was	\$ 6,547,374.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 14,920.00
The new Contract Sum including this Change Order will be	\$ 6,532,454.00

The Contract Time will be unchanged by zero (0) days. The new date of Substantial Completion will be January 22, 2021.

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

AlA Document G701" - 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AlA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 10:10:07 ET on 03/29/2021 under Order No.7600610740 which expires on 12/13/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org. (3B9ADA3C)

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

McKinley & Associates

Colaianni Construction, Inc.

County, Ohio ARCHITECT (Firm name) CONTRACTOR (Firm name) OWNER (Firm name) en SIGNATURE SIGNATURE SIGNATURE Jerry Vice SCHESS R GEIRISTINA 1. DLO/AIANNI MAN ch A PRINTED NAME AND TITLE PRINTED NAME AND TITLE PRINTED NAME AND TITLE 3-29-21 3-29-21 3 31 d DATE DATE DATE SIGNATU

ommissioner NAME AND TTAF

2

Board of Commissioners of Belmont

D.P. Dutto PRINIED NAME AND TIT 2 3131

DATE

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A CONTRACT WITH MONROE COUNTY BOARD OF COMMISSIONERS FOR HOUSING OF BELMONT COUNTY PRISONERS

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a contract with the Monroe County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$65.00 per day, effective March 31, 2021 to December 31, 2021.

CONTRACT FOR HOUSING PRISONERS

IN THE

MONROE COUNTY JAIL

WHEREAS, this contract is made this the 31st day of March 2021, by and between the Board of County Commissioners of Monroe County, Ohio, hereinafter referred to as "County", the Sheriff of Monroe County, Ohio, hereinafter referred to as "Sheriff", and <u>Belmont</u> County, Ohio hereinafter referred to as "Contractor".

WHEREAS, Contractor wants to use the Monroe County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond

hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who are serving a jail sentence after conviction.

WHEREAS, this agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and Contractor for the term hereinafter set forth.

WITNESSETH: In consideration of the mutual covenants herein made each of the parties agrees as follows:

1. The County shall receive, keep, board and safely maintain in the

- Monroe County Jail the following persons:
- Persons arrested by Contractor for violations of state criminal statutes until such persons have had an initial appearance before a judge, after which such persons shall be deemed to be incarcerated in the Monroe County Jail for purposes of compensation under this contract.
- b. Persons arrested for violation of municipal ordinances from arrest through termination of any jail sentences imposed for that violation except as provided in Paragraphs 4 through 9 below.
- c. Persons incarcerated pursuant to Subparagraphs a. and b. above shall be designated as prisoners in this contract.
- 2. The cost to be paid to the County by the Contractor shall be the amount of Sixty-five dollars (\$65.00) per day for each person incarcerated in the

Monroe County Jail under Paragraph 1. For purposes of determining compensation, any calendar day, or part thereof, shall constitute one (1) day.

- 3. Prisoners confined in the Monroe County Jail shall be subject to the rules and regulations of the jail, which apply to all the prisoners therein.
- 4. The County may reject and refuse to receive any prisoners who may be afflicted with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness or injury that has not been treated prior to entry into the Monroe County Jail, or having received prisoner thereafter.
- 5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail or any other reason that the Sheriff deems pertinent at the time.
- 6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges and prescription costs.
- 7. Contractor shall transport and provide security anytime a prisoner must leave the Monroe County Jail for any reason unless a court orders that there is no transportation or security needed.
- 8. Contractor shall bear the expense of the burial of a prisoner who dies in the Monroe County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- 9. No person under eighteen (18) years of age shall be received except on the approval of the Monroe County Juvenile Court.
- 10. The Monroe County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Monroe County Sheriff at 47129 Moore Ridge Road, Woodsfield, Ohio 43793 within thirty (30) days of the date of the statement. The Monroe County Sheriff may refuse to accept prisoners if timely payment is not made.
- 11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at any time in the future may be, in force at the offices of the Monroe County Commissioners, Common Pleas and Probate Juvenile Judges, and the Department of Rehabilitation and Corrections.
- 12. Anytime the Contractor arrests an individual for domestic violence, violations of a protection order, or menacing threats by stalking, the Contractor will be responsible for attempting to make notification to the victim of the offender's being released from the Monroe County Jail.
- 13. This agreement may be terminated by either party during the term by giving the other party a minimum of Sixty (60) days written notice.
- 14. This agreement shall be effective on March 31st, 2021, and terminate on December 31, 2021.
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into on behalf of the Belmont County Commissioners

Pursuant to Resolution Ordinance Number <u>N/A</u> passed <u>March 31</u>, 2021.

Any alteration of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

Monroe County Commissioners

COMMISSIONER

WITNESS

COMMISSIONER

CHARLES R. BLACK, JR., SHERIFF

COMMISSIONER <u>Belmont County</u> Commissioners <u>Jerry Echemann /s/</u> COMMISSIONER <u>Josh Meyer /s/</u> COMMISSIONER

WITNESS

SHERIFF / CHIEF

<u>J. P. Dutton /s/</u> COMMISSIONER Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO A CONTRACT WITH WASHINGTON COUNTY BOARD OF COMMISSIONERS FOR HOUSING OF BELMONT COUNTY PRISONERS

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a contract with the Washington County Board of Commissioners for the housing of Belmont County prisoners at a rate of \$68.00 per day, effective April 1, 2021 to March 31, 2022.

÷

CONTRACT FOR HOUSING PRISIONERS In the WASHINGTON COUNY JAIL

WHEREAS, this contract is made this 3/57 day of <u>MARCH</u>, 2021, by and between the Board of County Commissioners of Washington County, Ohio hereafter referred to as "County", the Sheriff of Washington County, hereinafter referred to as "Sheriff", and the BELMONT Co. hereafter referred to as "Contractor".

COMMISSIONERS

WHEREAS, Contractor wants to use the Washington County Jail to house as prisoners those persons who have been lawfully committed to custody by arrest or court order for any reason, and/or who have been charged with any misdemeanor or felony offense and are awaiting a bond hearing, and/or who are awaiting a trial and have not otherwise posted bail or been released by court order, and/or who serving a jail sentence after conviction.

WHEREAS, This agreement is intended to set forth the rights, duties, responsibilities, and obligations of the County and contractor for the term hereinafter set forth.

WITHESSETH:

In consideration of the mutual covenants herein made, each of he parties agree as follows:

- The County shall receive, keep, board and safely maintain in the Washington 1. County Jail following persons:
 - All persons arrested by <u>BELMOUT (JUNITY</u> for violations of state criminal statues until such persons have had an initial appearance before a. a judge, after which such persons shall be deemed to be in the custody of Washington County for purposes of compensation under this contract.
 - All persons arrested for violation of municipal ordinances from arrest Ъ. through termination of any jail sentences imposed for that violation except as provided in paragraphs 4 through 9 below.
 - Persons incarcerated pursuant to subparagraphs a. and b. above shall be c. designated as prisoners in this contact.
- The cost to be paid to the County by the Contractor shall be the amount of sixty 2. eight dollars (\$68.00) per day for each person incarcerated in the Washington County Jail under paragraph 1.
- Prisoners confined in the Washington County Jail shall be subject to the rules and 3. regulations of the jail, which apply to all the prisoners therein.
- The County may reject and refuse to receive and prisoners who may be afflicted 4. with a prior medical problem, afflicted with any contagious, infectious, venereal disease, mental illness, illness or injury that has not been treated prior to entry into the Washington County Jail, or having received any prisoner thereafter.

2

- 5. Sheriff may refuse to receive any prisoner based upon current jail population, internal security conditions of the jail, or any other reason that the Sheriff deems pertinent at the time.
- 6. Contractor agrees to pay for any and all medical, surgical, dental, or ophthalmology expenses incurred on behalf of a prisoner including doctor's fees, hospital charges, and prescription costs.
- Contractor shall transport and provide security anytime a prisoner must leave the Washington County Jail for any reason, unless a court orders that no transportation or security is needed.
- 8. Contractor shall bear the expense of the burial of a prisoner who dies in the Washington County Jail, if the body is not claimed for interment at the expense of friends or relatives.
- 9. No person under eighteen (18) years of age shall be received except on the approval of the Washington County Juvenile Court.
- 10. The Washington County Sheriff's Office shall provide an itemized statement of the amount due each month for housing prisoners. Payment shall be made by the Contractor to the Washington County Sheriff, 205 Putnam Street, Marietta, Ohio 45750 within (30) days of the date of the statement. The Washington County Sheriff may refuse to accept prisoners if timely payment is not made.
- 11. Contractor agrees that during the period of time this contract covers, it shall and will abide and be governed by any and all rules and regulations which now are, or at anytime in the future may be in force at the Washington County Commissioners, Common Pleas and Probate-Juvenile Judges, and the department of Rehabilitation and Corrections.
- The parties to this contract agree that notice be given to certain persons when 12. particular inmates are to be released from custody, namely victims of domestic violence offenses, named/protected persons in temporary protection orders, named/protected persons in civil protection order and victims of menacing by stalking crimes. To the end, Contractor specifically agrees to furnish to the Sheriff, through the Washington County Jail staff, a current telephone number or numbers and/or contact information for all such protected persons, at the time the inmate is brought to the Washington county Jail, Contractor shall update the information as any change becomes known. The County agrees that the Washington County Jail shall contact those victims and/or protected persons of any inmate pending release provided that a working telephone number has been furnished to the County. In situations where no working telephone number is provides, Contractor shall be responsible for making the required notification to said victims and/or protected persons of an inmate's pending release upon being notified thereof by the Jail when such notification has been given to the victim and/or protected persons, and shall furnish the date and time of day said notification has been made. Contractor acknowledges that failure to comply with these notifications terms will result in the refusal by the County to accept as inmates those persons who have victims or other persons who are subject to release notification information, without voiding the entire contract altogether.

2

- 13. This agreement may be terminated by either party during its term, by giving the other party ninety (90) days written notice.
- 14. This agreement shall be effective as of April 1, 2021, and terminated March 31, 2022.
- 15. All former contracts and/or agreements between the parties hereto relative to the subject matter of this contract are hereby canceled and terminated.

This agreement entered into in behalf of the <u>BELMONT COUNTY</u> CUMMISSIONERS pursuant to Resolution Number N/A passed <u>MARCH 31</u>, 2021.

Any altercation of contract shall result in the contract being null and void.

IN WITNESS WHEREOF, the parties hereto, by their respective duly authorized officers; none hereto caused their names to be transcribed on the day first written above.

mar ssioner ommi Commissioner

Commissioner

Washington County Commissioners

Keven J. Ritter, President

Charlie L. Schilling

James W. Booth

Witness

Sheriff APPROVED AS TO FORM:

Ben Cowdery, Clerk

Approved as to form

Larry R. Minks, Sr., Sheriff

Nicole T. Coil, Prosecuting Attorney

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING PROPOSAL FROM H. E. NEUMANN COMPANY/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept proposal from H. E. Neumann Company in the amount of \$3,533.25 to repair hot water heater at 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 GRANTING PERMISSION TO THE MEAD TOWNSHIP

PROSECUTING ATTORNEY

TRUSTEES FOR DITCHING AND CLEANUP ON BELMONT COUNTY PROPERTY ALONG TR 529 (MCGEE ROAD)

Motion made by Mr. Echemann, seconded by Mr. Meyer to grant permission to the Mead Township Trustees for ditching and cleanup on Belmont County property along TR 529 (McGee Road).

Note: This property is the old railroad right-of way and sits below a township road. The ditching in the old railroad grade fills up with debris and mud and needs cleaned out to ensure the water flows correctly.

Upon roll call the vote was as follows:

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

IN THE MATTER OF GRANTING REQUEST OF AEP/OHIO POWER COMPANY FOR EASEMENT AND RIGHT-OF-WAY

Motion made by Mr. Echemann, seconded by Mr. Meyer to grant the request of AEP/Ohio Power Company for the following easement and right-of-way:

• Thirty (30) feet wide, lying fifteen (15) feet on each side of the facilities as installed on parcel #29-03656.003 located in Village of Bellaire containing 2.571 acres, for work necessary to provide electrical services to the new water treatment plant on Guernsey Street. Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TITLE IV-D CONTRACT RENEWAL BETWEEN BELMONT COUNTY **CSEA AND THE BELMONT COUNTY PROSECUTOR**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Title IV-D Contract renewal between the Belmont County Child Support Enforcement Agency and the Belmont County Prosecutor for legal services, effective January 1, 2021 through December 31, 2021, in the maximum amount of \$139,952.07.

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 Prosecutor (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:

- IV-D Contract Period: The IV-D Contract is effective from 01/01/2021 through 12/31/2021, unless terminated earlier in 1. 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.
- Unit of Service: Subject to the terms and conditions set forth in this IV-D Contract, the CSEA agrees to purchase and the 2. Contractor agrees to provide the following Unit of Service for a IV-D case: one hour of Legal Representation.

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).

Optional Purchase of Non-CSEA Initiated Activities: In a IV-D Contract with a court for magistrate services, the CSEA 3. 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 \$224.28 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 ٠ with a governmental entity; or
 - ٠ 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 \$139,952.07
- Availability of Funds: The CSEA certifies that it has adequate funds to meet its obligations under this IV-D Contract, that it 5. 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	\$47,583.70	Local Sources
FFP Reimbursement	\$92,368.37	
Total IV-D Contract Cost	\$139,952.07	

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

JFS 07018 (Rev. 12/2013)

Page 1 of 4

- Performance Standards: The performance standards shall be based upon the requirements in 45 CFR Part 303. The 6. 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."
- Access to the Public: The CSEA and the Contractor agree to make all reasonable efforts to allow public access by providing 7. services between the hours of 8:30 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, Independence 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 Belmont County Prosecuting Attorney.
- Amendments to and Modifications of the IV-D Contract: The Office of Child Support (OCS) will review all IV-D 8. 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.
- Billing Requirements: When the Contractor is a private entity, the Contractor shall ensure that the JFS 07035 (IV-D 9. 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.

- Expensed Equipment: Equipment that has been included in the unit rate on the JFS 07020 and expensed rather than 10. 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.
- Monitoring and Evaluation: The CSEA and the Contractor shall monitor and evaluate the extent to which services 11. 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.
- Recordkeeping: The Contractor shall maintain accounting procedures and practices that sufficiently and properly reflect all 12. 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.
- Responsibility for Review or Audit Findings and Recommendations: The Contractor agrees to accept responsibility for 13. 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.
- Indemnity: When the Contractor is a private entity, the Contractor shall certify that it will at all times during the existence 14. 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.

Page 2 of 4

- Insurance: When the Contractor is a private entity, the Contractor shall contract for such insurance as is reasonably 15. necessary to adequately secure the persons and estates of eligible individuals against reasonable, foreseeable torts that could cause injury or death.
- Finding for Recovery: The Contractor certifies that the Contractor is not subject to a finding for recovery or it has taken 16. 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.
- Licenses: The Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business or, if 17. 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.
- Independent Capacity for the Contractor: The Contractor and its agents, employees, and subcontractors will act in 18. 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.
- Confidentiality: The Contractor agrees that information regarding an individual shall only be used for purposes related to 19. 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.
- Americans with Disabilities Act (ADA) Compliance: The Contractor certifies that it is in full compliance with all 20. 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:
 - By mutual agreement at any time after the date on which the two parties reach their decision. 23A.
 - If FFP reimbursement or the non-federal share designated for the purchase of services under this IV-D Contract is 23B. 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.
 - If the CSEA has discovered any illegal conduct on the part of the Contractor, immediately upon delivery of 23C. written notice to the Contractor by the CSEA.
 - If the Contractor does not faithfully and promptly perform its responsibilities and obligations under this IV-D 23D. 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.
 - If the CSEA does not faithfully and promptly perform its responsibilities and obligations under this IV-D 23E. 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.
 - If the IV-D Contract is for legal services and the Contractor becomes disqualified or suspended from conducting 23F. 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.

Page 3 of 4

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
Date of Signature	Jeffery L. Felton
Datelof Signature	
3 26 2021	

Signature of Contractor's Representative	Printed Name of Contractor's Representative
Kerm Flanafar	Kevin Flanagan
Date of Signature	Printed Street Address of Contractor
3-26-21	52160 National Road East
Printed Title of Contractor's Representative	Printed City, State, and Zip Code of Contractor
Prosecutor Kevin Flangan	St. Clairsville, OH 43950

Signature of County Commissioner or Representative	Date of Signature
lerry Eclemann	3.31.21
Signature of County Commissioner or Representative	Date of Signature
Ram	3/3//2/
Signature of County Complissioner or Representative	Date of Signature 331312(
Signature of Prosecutor, if required by County Commissioners	Date of Signature

Page 4 of 4

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE TITLE IV-E AGREEMENT BETWEEN BELMONT COUNTY COMMISSIONERS, ON BEHALF OF BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BELMONT COUNTY PROSECUTOR TO ALLOW CLAIM REIMBURSEMENT/CSEA CASES

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and execute the Title IV-E agreement by and between the Belmont County Board of County Commissioners, on behalf of the Belmont County Department of Job and Family Services, and the Belmont County Prosecutor to allow claim reimbursement (50%) for the cost of the Prosecutor representing the Department of Job and Family Services in Children Services cases.

I. Purpose

This Agreement is entered into by the Belmont County Board of County Commissioners through it's agent, Belmont County Department of Job and Family Services (hereinafter referred to as BCJFS) and the Belmont County Prosecutor for the purpose of defining the relationship and

responsibilities between the parties for the Prosecutor's activities which contribute to the proper and efficient administration of the Title IV-E program of the Social Security Act, 42 U.A.C.A 670 et. Seq.

II. Responsibilities of Belmont County Job and Family Services

Under this Agreement, BCJFS will seek from the Federal government available federal participation (hereinafter FFP) on behalf of the Prosecutor, for the exercise of the Prosecutor's administrative functions specified in the Agreement, and as may be allowable under 45 CFS 1356 $\mathbb{O}(2)$. To the extent such claims are allowed by the Federal government and FFP is awarded for such, BCJFS will distribute to the Prosecutor the FFP awarded and received by BCJFS.

III. Responsibilities of the County Prosecutor

A. Role of Prosecutor

Under this Agreement, BCJFS recognizes the Prosecutor as a unit of local government which performs activities with contribute to the proper and efficient administration of Title IV- E within the State of Ohio and within the County. In this capacity, the County Prosecutor will exercise the authority granted it under Chapter 309 of the Ohio Revised Code to serve as legal counsel for BCJFS in matters related to the adjudication and disposition of children within the jurisdiction of Chapter 2151 of the Ohio Revised Code, and to perform such other duties that may be required of it by the operation of Title IV-E.

B. Allowable Functions

Under this Agreement, the County Prosecutor may seek reimbursement for its costs related to serving as legal counsel for BCJFS, the County agency empowered, pursuant to Chapter 5153 of the Ohio Revised Code, to perform the child welfare function. Functions which may be claimed for reimbursement include representing the child welfare agency in all court proceedings, preparation, including necessary legal research, for such a representational role, the preparation, including necessary legal research, of pleadings, briefs, and other legal documents for court proceedings involving BCJFS, participating in pre-trial conferences, and attendance at organized and formal training activities for the purpose of which is to improve the capacity of attendees to provide legal services to BCJFS.

C. Non-Allowable Functions

Under this Agreement, the County Prosecutor may **not** seek reimbursement for any of the following activities: 1. All matters related to the adjudication and disposition of juvenile traffic offenders;

- 2. All matters solely related to the criminal prosecution of any child or adult;
- 3. All matters related to the determination of paternity of any child pursuant to Section 3111.01 to 3111.19 of the Ohio Revised Code;
- 4. All matters related to the Uniform Reciprocal Enforcement of Support Act codified in Chapter 3115 of the Ohio Revised Code;
- 5. All matters related to the County Prosecutor acting as legal counsel for any unit of government other than the PCSA;
- 6. Matters for which the County Prosecutor already receives reimbursement from ODJFS or any other State or Federal agency.

D. Description of Costs Which May be Claimed

Under this Agreement, the County Prosecutor may seek reimbursement for any of the following **actual** costs incurred in the performance of the activities stated in Paragraph B, above and enumerated in the IV-E Contract Budget Worksheet. Actual costs shall be reported on the attached IV-E Invoice Worksheet.

IV. Compensation

BCJFS and the County Prosecutor agree that costs as reported are paid partially by both BCJFS and the County Prosecutor. BCJFS agrees to bill the full amount and to reimburse BCJFS and the County Prosecutor the applicable percentage level of FFP earned for the costs. On a quarterly basis, BCJFS will invoice the Prosecutor's office for the amount of the required local share. All reimbursements shall solely consist of available FFP payable at the applicable federal matching rate for allowable Title IV-E Administrative costs. As this rate fluctuates, any reimbursement disbursed by BCJFS to the PCSA and County Prosecutor must be reconciled to adjust for finalization of FFP. Reconciliation will occur quarterly to adjust for payment made in the prior quarter. adjusted against a subsequent year's contract, and final reconciliation of the contract year may result in the need to process an under/overpayment.

Payment of any FFP under this Agreement is further contingent upon any necessary Federal approval of the State's Title IV-E Program Plan and Title IV-E Cost Allocation Plan as they may be amended to seek FFP for costs associated with activities performed under this Agreement. BCJFS will use its best efforts to secure such FFP as is allowable under this Agreement, but makes no warranty, express or implied, as to the ultimate success of those efforts.

If the Ohio General Assembly, the Federal Government, or any other source at any time disapproves or ceases to continue funding the BCJFS payments hereunder, this Agreement is terminated as of the date funding expires without prior notice of further obligation of BCJFS.

V. Effective Date

This Agreement shall remain in effect from 1/1/2021 through 12/31/2021. Either party may terminate this agreement with 30-day notice to the other party.

VI. Compliance with Federal and State Laws, Rules, and Regulations

The parties agree to comply with all Federal and State laws, rules, regulations, and auditing standards which are applicable to the

performance of this Agreement. VII. Records Retention and Audit Exceptions

- A. All records relating to the costs and supporting documentation for invoices submitted to BCJFS by the County Prosecutor shall be retained and made available for audit by the State of Ohio (including, but not limited to, ODJFS, the Auditor of State, Inspector General or duly authorized law enforcement officials) and an audit is initiated during this time period, the County Prosecutor shall retain such records until the audit is concluded and all issues resolved.
- B. BCJFS shall be responsible for receiving, replying to, and arranging compliance with any audit exception found by any state or federal audit as it pertains to state or federal funding of the Agreement. BCJFS shall timely notify the County Prosecutor of any adverse findings which allegedly are the fault of the Prosecutor. Upon receipt of notification from BCJFS, the Prosecutor shall cooperate with BCJFS, and timely prepare and send to BCJFS, its' written response to the audit exception. Failure of the Prosecutor to timely respond to audit exceptions shall result in liability for any repayment necessitated by the audit exceptions.

The Prosecutor shall be liable for any audit exceptions that result solely from its' acts or omissions in the performance of this Agreement. BCDJFS shall be liable for any audit exceptions that result solely from its' acts or omissions in the performance of this Agreement. In the event that an audit exception results from acts or omissions of both BCJFS and the Prosecutor, then the financial liability for the audit exception shall be shared by the parties in proportion to their relevant fault.

C. Each party agrees to be responsible for any negligent acts or negligent omissions by or through itself or its' officers, employees, agents, and contracted servants, and each party further agrees to defend itself and themselves and pay any judgements and costs arising out of

such negligent acts or negligent omissions, and nothing in this Agreement shall impute or transfer any such responsibility from on to the other.

VIII.Entirety of Agreement

All terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by both parties.

Jeffery Felton /s/	3/26/2021	
Belmont JFS Director	Date	
Kevin Flanagan /s/	3-26-21	
Belmont County Prosecutor	Date	
Jerry Echemann /s/	3-31-21	
Belmont County Commissioner	Date	
Josh Meyer /s/	3/31/21	
Belmont County Commissioner	Date	
J. P. Dutton /s/	3/31/21	
Belmont County Commissioner	Date	
APPROVED AS TO FORM		
David K. Liberati /s/ Assist. P. A.		
PROSECUTING ATTORNEY		
Upon roll call the vote was as follows:		
*	Mr. Echemann Ye	es
	Mr. Meyer Ye	es
	Mr. Dutton Ye	es

Discussion re: 2nd Amendment resolution-Belmont County Prosecutor Kevin Flanagan said he advised the Commissioners on this matter which is addressed under the Ohio Revised Code Section 9.68. He said, "I think the board has done everything they can, given their limitations. The board has no more authority than what it has been given under Ohio law." Dick Quinlan, Bethesda, asked if this resolution meant Belmont County has been declared a sanctuary county. Mr. Echemann replied it does not. Norman Doyle, St. Clairsville, asked how a county becomes a sanctuary. Mr. Flanagan reiterated the Board of Commissioners have done everything they can under ORC 9.68. Mr. Doyle said other counties in Ohio have been declared sanctuaries. Mr. Meyer said he doesn't know the legal standing of that. Mr. Dutton said they are agents of the State of Ohio and can't deviate from the ORC. Mr. Quinlan asked if the Commissioners could reach out to legislators to give their opinion on the new laws being proposed by the new administration in Washington, D. C. Mr. Dutton said he doesn't have a problem doing that.

Discussion re: Department of Job and Family Services IV-D and IV-E contracts-Belmont County Job and Family Services Director Jeff Felton said he worked with the Prosecutor's office and Commissioners' office on the Prosecutor's IV-D contract. Part of the cost of the new Prosecutor's space in the Justice Office Complex was allowable for reimbursement this year. Last year's contract was for \$69,000. Reimbursement is for actual expenses, this contract can be amended later in the year if necessary. Mr. Felton explained the Prosecutor's IV-E contract is new this year. It is only for reimbursement for legal expenses for the Assistant Prosecutor representing Children Services and the Department of Job and Family Services is the only agency that can claim reimbursement. This helps reduce the county's burden. Mr. Flanagan, Prosecutor, said Mr. Felton has been wonderful to work with and the reimbursement will help offset their budget. Mr. Felton noted the reimbursements goes back into the General Fund. Mr. Meyer thanked Mr. Felton for the savings to the county. Mr. Dutton said the Commissioners' office relies on the Prosecutor's office for guidance.

RECESS

9:45 Subdivision Hearing-Sigon Estates (3 Private Roads)

Present: Will Eddy, Drafting Technician II and Pease Township Trustees Mike Bianconi and Roger Weaver. Mr. Eddy reviewed a map of the area and explained the Sigon family already owns the property. They are creating these three roads for two individual lots that they will build on.

IN THE MATTER OF FINAL PLAT APPROVAL	L
FOR SIGON ESTATES (3 PRIVATE ROADS)	
PEASE TOWNSHIP, SEC. 36, T-3, R-2	

"Hearing Had <u>9:30</u> A.M."

"FINAL PLAT APPROVAL"

O.R.C. 711.05

Motion made by <u>Mr. Echemann</u> to grant the final plat for the following:

RESOLUTION

WHEREAS, this day there was presented to the Board for approval of the Final Plat for <u>Sigon Estates (3 Private Roads)</u>, <u>Pease Township</u>, <u>Sec. 36, T-3, R-2</u>, which appears to be regular in form and approved by the proper parties; THEREFORE, said plat is hereby approved, upon recommendation of the County Engineer and with concurrence of the Township Trustees. <u>Mr. Meyer</u> seconded the motion and upon roll call the vote was as follows:

If the vote was as follo	WS:
Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

I do hereby certify the foregoing to be a true and correct copy of Journal Entry of <u>March 31, 2021</u>, as recorded in Volume <u>104</u> of the County Commissioners' Journal

County Commissioners' Journal.

Bonnie Zuzak /s/ Bonnie Zuzak, Clerk

cc: Engineer Township F.O. Health Dept.

RECESS

Jeannette Wierzbicki, Executive Director and Kennedy Webb-Blakely, Communications Manager Re: Ohio Mid-Eastern Governments Association (OMEGA) update

Present: Jeannette Wierzbicki, Executive Director, Kennedy Webb-Blakely, Communications Manager and George Dolney, Revolving Loan Fund Administrator.

Ms. Wierzbicki reviewed 2020 projects in Belmont County that they funded. Those include the Village of Belmont Street Improvement project and advanced welding grant through Appalachian Regional Commission for Belmont College. A project to redesign Barkcamp Road is being considered. OMEGA is also working on a broadband feasibility study and is working on getting funding for areas that don't have water. Mr. Dolney said the revolving loan fund can provide assistance to businesses impacted by the COVID-19 pandemic. Mr. Dutton said OMEGA has done so much for Belmont County and is a great resource.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:41 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 11:08 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:08 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 11:09 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 11:47 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 11:47 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 is one motion for the board to consider.

IN THE MATTER OF APPROVING THE HIRING OF MARC FISHEL AS SPECIAL COUNSEL TO ASSIST THE BOARD OF COMMISSIONERS IN A REVIEW OF COMPENSATION SCALES

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the following resolution: "resolved that Marc Fishel, is appointed pursuant to ORC 309.09(C) as special counsel to assist the Board of Commissioners in a review of compensations scales; the rate for legal services to be \$195 per hour plus reasonable and necessary expense, and mileage being at the IRS rate at the time the mileage is incurred."

Upon roll call the vote was as follows:

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

Mr. Dutton left the meeting before adjournment.

IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 11:55 A.M.

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 11:55 a.m. Upon roll call the vote was as follows:

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

Read, approved and signed this <u>7th</u> day of <u>April</u>, 2021.

COUNTY COMMISSIONERS

We, Jerry Echemann and Bonnie Zuzak, President and Clerk respectively of the Board of Commissioners of Belmont County, Ohio, do hereby certify the foregoing minutes of the proceedings of said Board have been read, approved and signed as provided for by Sec. 305.11 of the Revised Code of Ohio.

PRESIDENT

CLERK