

St. Clairsville, Ohio

July 7, 2021

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

**MEETINGS ARE NOW BEING RECORDED**  
**ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS**  
**PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.**

**IN THE MATTER OF APPROVING RECAPITULATION**  
**OF VOUCHERS FOR THE VARIOUS FUNDS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign all bills that have been certified in the Auditor's office and considered by the Board. It is hereby ordered that the County Auditor issue her warrant on the County Treasurer in payment of the bills allowed:

**IN THE TOTAL AMOUNT OF \$452,547.35**

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*:

**A00 GENERAL FUND**

FROM	TO	AMOUNT
E-0051-A001-A50.000 Budget Stabilization	E-0151-A002-F02.002 Salary-Employees	\$141.58
E-0257-A015-A15.074 Transfers Out	E-0151-A002-F02.002 Salary-Employees	\$6,608.42
E-0257-A015-A15.074 Transfers Out	E-0151-A002-F07.003 PERS	\$7,800.00
E-0257-A015-A15.074 Transfers Out	E-0151-A002-F09.000 Other Expenses	\$21,550.00

**N45 ROADWAY IMPROVEMENT/ENGINEER**

FROM	TO	AMOUNT
E-9045-N045-N50.055 FEMA Projects	E-9045-N045-N08.075 Advances Out	\$200,000.00

**S30 OAKVIEW JUVENILE**

FROM	TO	AMOUNT
E-8010-S030-S66.003 PERS	E-8010-S030-S59.000 Fuel/Utilities	\$500.00

**W20 LAW LIBRARY**

FROM	TO	AMOUNT
E-9720-W020-W07.000 Supplies	E-9720-W020-W03.003 PERS	\$1,000.00
E-9720-W020-W07.000 Supplies	E-9720-W020-W05.005 Medicare	\$200.00

**Y91 EMPLOYER'S SHARE HOLDING ACCOUNT**

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$239.83

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:

**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	\$25,483.60
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$364.77
E-5102-S002-S03.003 PERS/SPRS	E-0131-A006-A13.003 PERS/SPRS	\$3,532.62
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 TRANSFERS BETWEEN FUND**

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

**N45 ROADWAY IMPROVEMENT AND N03 FEMA PROJECTS/ENGINEER**

FROM	TO	AMOUNT
E-9045-N045-N08.075 Advances Out	R-9003-N003-N12.575 Advances In	\$200,000.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

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 July 07, 2021 meeting:

**S02 SHERIFFS POLICING REVOLVING FUND**

E-5102-S002-S01.002	Salaries	\$25,483.60
E-5102-S002-S02.005	Medicare	\$364.77
E-5102-S002-S03.003	PERS/SPRS	\$3,532.62
E-5102-S002-S04.006	Health Insurance	\$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 July 07, 2021 meeting:

**A00 GENERAL FUND**

E-0061-A002-B05.000	Intense Probation-Clerk of Courts	\$21,251.83
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 July 07, 2021 meeting:

<b><u>A00 GENERAL FUND</u></b>		
E-0170-A006-G12.000	Indigent Clients-Payment to State	\$1,100.00
E-0257-A015-A14.000	Attorney Fees	\$275.00
<b><u>N03 FEMA PROJECTS/ENGINEER</u></b>		
E-9003-N003-N03.055	Consulting-Services	\$500,000.00
<b><u>O54 DEBT SERVICES-COUNTY ISSUES</u></b>		
E-9254-O054-O01.050	Principal Loan Payment	\$2,750,000.00
E-9254-O054-O02.501	Interest Payment	\$27,907.27
E-9256-O054-O15.000	Principal Loan Payments	\$1,000,000.00
E-9256-O054-O16.501	Interest Payment	\$68,324.67
<b><u>S30 OAKVIEW JUVENILE REHABILITATION</u></b>		
E-8010-S030-S54.000	Food	\$45.00
E-8010-S030-S63.000	General	\$243.71
<b><u>S32 OAKVIEW JUVENILE-ACTIVITY FUND</u></b>		
E-8010-S032-S00.000	Activity Fund	\$79.10
<b><u>W20 LAW LIBRARY</u></b>		
E-9720-W020-W07.010	Supplies	\$6,979.63
Upon roll call the vote was as follows:		
	Mr. Echemann	Yes
	Mr. Meyer	Yes
	Mr. Dutton	Yes

**IN THE MATTER OF TRANSFER OF FUNDS FOR**

**THE DELTA DENTAL CHARGEBACKS FOR**

**THE MONTHS OF JUNE & JULY 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds

for the Delta Dental Chargebacks for the months of June & July 2021

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	18,147.99
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	486.92
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	459.44
<b>GRANT / JUVENILE COURT</b>			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	205.76
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y07.500	0.00
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	205.76
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	308.64
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,568.75
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y07.500	0.00
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y07.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	524.62
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	102.88
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	102.88
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	102.88
COMMON PLEAS/GEN SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y07.500	0.00
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	102.88
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	102.88
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	102.88
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	102.88
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	102.88
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	294.90
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	0.00
MEDATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y07.500	0.00

SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	178.28
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	37.70
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	386.12
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	18.52
Public Health Em. Readiness	E-2229-F081-F01.001	R-9891-Y091-Y07.500	149.18
PREP	E-2230-F082-F01.002	R-9891-Y091-Y07.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	10.28
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	20.58
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	61.72
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	110.42
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	167.18
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	121.90
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y07.500	185.18
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	89.16
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	270.06
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	15.44
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	12.86
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	346.34
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,543.20
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	102.88
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	37.70
K-2	E-2811-K200-K10.006	R-9891-Y091-Y07.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	205.76
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	102.88
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,408.53
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	667.31
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	411.52
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	3,624.42
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	524.62
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,333.92
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	102.88
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	37.70
TOTALS		R-9891-Y091-Y07.500	36,310.06

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR**  
**THE VISION CHARGEBACKS FOR**  
**THE MONTHS OF JUNE & JULY 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer  
of funds for the Vision Chargebacks for the months of June & July 2021

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,061.33
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	135.00
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	143.46

GRANTS/JUVENILE COURT

CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	55.44
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y06.500	0.00
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	55.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	83.16
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	449.01
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y06.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	147.06
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y06.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	27.72
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	27.72
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y06.500	27.72
COMMON PLEAS/GEN. SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y06.500	0.00
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	27.72
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	27.72
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	27.72
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	27.72
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	27.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	81.36
AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	0.00
MEDIATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y06.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	51.84
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	12.06

COUNTY HEALTH DEPT

County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	119.72
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	4.98
Public Health Em. Rediness	E-2229-F081-F01.001	R-9891-Y091-Y06.500	40.20
PREP	E-2230-F082-F01.002	R-9891-Y091-Y06.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	2.78
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	5.54
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	16.64
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	30.14
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	45.04
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	34.48
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y06.500	49.90
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	25.78
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	72.76
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	4.16
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	3.46
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	95.22
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	415.80
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	27.72
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	12.06
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	571.32
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	194.04

WATER/SEWER DEPT

W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	665.59
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	185.99

WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	110.88
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	981.18
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	147.06
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	367.02
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	27.72
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	12.06
TOTAL			10,766.16

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS**  
**FOR HSA CHARGEBACKS/JULY 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following transfer of funds for HSA Chargebacks for July 2021.

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-2510-H000-H16.006	HUMAN SERVICES	R-9891-Y091-Y12.500	64.52
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	64.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
TOTALS			322.60

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.  
**O54 DEBT SERVICE-**

**\$1,239,931.57** transferred from the N29 (E-9029-N029-N20.055) Fund to the O54 (E-9254-O054-O10.574) Fund on 06/30/2021  
**\$834,052.22** transferred from the N29 (E-9029-N029-N19.055) Fund to the O54 (E-9254-O054-O10.574) Fund on 06/30/2021  
**\$1,772,248.15** transferred from the A00 (E-0257-A015-A15.074) Fund to the O54 (R-9254-O054-O10.574) Fund on 06/30/2021

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 July 7, 2021, presented by the County Auditor pursuant to O.R.C. 5705.41(d) 1, and authorizing the drawing of warrant(s) in payment of amounts due upon contract to order.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer granting permission for county employees to travel as follows:  
**HR DEPARTMENT**-Katie Bayness to Columbus, OH, on July 23, 2021, to attend the CEBCO Wellness Program meeting. A county vehicle will be used for travel.

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 June 30, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER ACCEPTING PROPOSED PURDUE BANKRUPTCY PLAN RELATING TO NATIONAL OPIOID LITIGATION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the proposed Purdue bankruptcy plan relating to the national opioid litigation.

Upon roll call the vote was as follows:

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

Mr. Echemann noted it would be years before the county receives any settlement.

**IN THE MATTER OF APPROVING THE ENGAGEMENT LETTER WITH DINSMORE & SHOHL, LLP TO ACT AS BOND COUNSEL FOR NOT TO EXCEED \$8,805,000 VARIOUS PURPOSE REFUNDING BOND ANTICIPATION NOTES, SERIES 2021**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Engagement Letter with Dinsmore & Shohl, LLP, to act as Bond Counsel for Not to Exceed \$8,805,000.00 Various Purpose Refunding Bond Anticipation Notes, Series 2021 of the County of Belmont, Ohio.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$2,905,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ROAD IMPROVEMENTS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adopt the resolution authorizing the issuance of not to exceed \$2,905,000 of notes to renew notes previously issued to pay part of the cost of road improvements.

ENTERED IN COMMISSIONERS’ JOURNAL  
NO.104 PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o’clock a.m., on July 7, 2021, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Echemann                      Mr. Meyer                      Mr. Dutton  
Absent: \_\_\_\_\_

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Echemann moved the adoption of the following resolution:  
COUNTY OF BELMONT, OHIO  
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$2,905,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ROAD IMPROVEMENTS.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the “County”) has heretofore determined the necessity of constructing road improvements in the Mall Road area of the County (the “Project”); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty (20) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from service payments in lieu of taxes and other payments received by the County with respect to the Project and the general revenues of the County (collectively, the “Revenues”); and

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$2,905,000 are about to mature and should be renewed in a principal amount not to exceed \$2,905,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$2,905,000 for the purpose of paying part of the cost of the Project, including “financing costs” as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2022, shall bear interest at the rate of approximately six percent (6%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty (20) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the “Notes”) in a principal amount not to exceed \$2,905,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) ) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the “Paying Agent and Registrar”) for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the “Certificate of Award”), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes

of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated "Road Improvement Bond Anticipation Notes, Series 2021" or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such consolidated note issue is referred to herein as the "Consolidated Note Issue."

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the "Code") and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Notes Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes.

SECTION 13. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Echemann

NAYS: \_\_\_\_\_

ADOPTED, this 7th day of July, 2021.

Bonnie Zuzak /s/

Clerk

Board of County Commissioners

County of Belmont, Ohio

**IN THE MATTER OF ADOPTING RESOLUTION AUTHORIZING ISSUANCE OF NOT TO EXCEED \$5,900,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT**

Motion to adopt the resolution authorizing the issuance of not to exceed \$5,900,000 of notes to renew notes previously issued to pay part of the cost of acquiring and renovating two buildings to house agencies, departments, boards, or commissions of the county, with related furniture, fixtures and equipment.

ENTERED IN COMMISSIONERS' JOURNAL

NO. 104, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on July 7, 2021, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Echemann

Mr. Meyer

Mr. Dutton

Absent: \_\_\_\_\_

There was presented to the Board a Certificate As To Maximum Maturity of Bonds and Bond Anticipation Notes signed by the County Auditor.

Mr. Echemann moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO  
RESOLUTION NO. N/A

RESOLUTION AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$5,900,000 OF NOTES TO RENEW NOTES PREVIOUSLY ISSUED TO PAY PART OF THE COST OF ACQUIRING AND RENOVATING TWO BUILDINGS TO HOUSE AGENCIES, DEPARTMENTS, BOARDS, OR COMMISSIONS OF THE COUNTY, WITH RELATED FURNITURE, FIXTURES AND EQUIPMENT.

WHEREAS, this Board of County Commissioners of the County of Belmont, Ohio (the “County”) has heretofore determined the necessity of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (the “Project”); and

WHEREAS, the County Auditor has heretofore estimated that the life of the improvements and assets to be acquired with the proceeds of the notes and bonds hereinafter referred to is at least five (5) years, and certified that the maximum maturity of the bonds issued therefor is twenty-six (26) years, and of notes to be issued in anticipation thereof is twenty (20) years; and

WHEREAS, this Board of County Commissioners anticipates that debt service on such bonds will be paid from revenues, other than revenues from unvoted County property taxes, derived from leases or other agreements between the County and those agencies, departments, boards or commissions relating to the use of the Project, and on such notes from such revenues and proceeds of such bonds or renewal notes (collectively, the “Revenues”);

WHEREAS, notes heretofore issued in anticipation of such bonds in the amount of \$9,650,000 are about to mature and should be renewed in a principal amount not to exceed \$5,900,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Belmont, Ohio:

SECTION 1. That it is necessary to issue bonds of this County in a principal amount not to exceed \$5,900,000 for the purpose of paying part of the cost of the Project, including “financing costs” as defined in Section 133.01 of the Ohio Revised Code.

SECTION 2. That such bonds of this County shall be issued in said principal amount for the purpose aforesaid under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. Said bonds shall be dated approximately August 1, 2022, shall bear interest at the rate of approximately seven percent (7%) per annum, payable semiannually, and shall mature in substantially equal annual installments over a period not exceeding twenty-six (26) years.

SECTION 3. That it is hereby determined that notes (hereinafter called the “Notes”) in the principal amount of not to exceed \$5,900,000 shall be issued in anticipation of the issuance of said bonds. The Notes shall (i) be issued in such principal amount, (ii) be dated the date of their issuance, (iii) ) mature not more than one (1) year from such date of issuance; (iv) bear interest at a rate per annum not exceeding five percent (5%) per annum, which interest shall be payable at maturity, (v) be issued in such numbers and denominations of \$100,000 or more as may be requested by the purchaser, and (vi) be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company designated to serve as the paying agent, registrar and transfer agent (the “Paying Agent and Registrar”) for the Notes, all as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the “Certificate of Award”), which determinations shall be conclusive.

The Notes shall not be subject to call for redemption at any time prior to maturity.

The Notes shall be issued in fully-registered form, without coupons, and shall be payable without deduction for exchange, collection or service charges to the person whose name appears on the Note registration records to be maintained by the Paying Agent and Registrar as the registered holder thereof.

The Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

This County and the Paying Agent and Registrar may deem and treat the registered holders of the Notes as the absolute owners thereof for all purposes, and neither this County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

The Notes shall be designated “Building Improvement and Renovation Bond Anticipation Notes, Series 2021” or as otherwise provided in the Certificate of Award.

SECTION 4. That the Notes shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimiles. The Notes shall express on their faces the purpose for which they are issued and that they are issued pursuant to this resolution. The Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

SECTION 5. That the Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the “Purchaser”) at not less than 100% of the principal amount thereof, plus accrued interest to the date of delivery, as determined by the County Auditor in the Certificate of Award without further action of this Board pursuant to the Purchaser’s offer to purchase which such officer is hereby authorized to accept. The proceeds from such sale, except any premium or accrued interest thereon, shall be used for the purpose aforesaid and for no other purpose, and for which purpose said proceeds are hereby appropriated. Any premium and accrued interest shall be transferred to the bond retirement fund to be applied to the payment of principal and interest of the Notes in the manner provided by law. The Notes may be issued and sold on a consolidated basis with other notes of this County pursuant to Section 133.30(B) of the Ohio Revised Code and a consolidating resolution adopted by this Board of County Commissioners on this date if the County Auditor so determines, in which event, the terms of which are incorporated herein by reference. Such Note issue is referred to herein as the “Consolidated Note Issue”.

SECTION 6. That the Notes shall be the full general obligations of this County, and the full faith, credit and revenue of this County are hereby pledged for the prompt payment of the same. The principal amount received from the sale of the bonds anticipated by the Notes and any excess fund resulting from the issuance of the Notes shall, to the extent necessary, be used only for the retirement of the Notes at maturity, together with interest thereon and is hereby pledged for such purpose.

SECTION 7. That during the year or years while the Notes run there shall be levied upon all of the taxable property in this County in addition to all other taxes, a direct tax annually not less than that which would have been levied if bonds had been issued without the prior issue of the Notes; provided, however, that in each year to the extent the Revenues and other moneys are available for the payment of the Notes and bonds and are appropriated for such purpose, the amount of such tax shall be reduced by the amount of such Revenues and other moneys so available and appropriated.

SECTION 8. That said tax shall be and is hereby ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers in the same manner and at the same time that taxes for general purposes for each of said years are certified, extended and collected. Said tax shall be placed before and in preference to all other items and for the full amount thereof. The funds derived from said tax levy hereby required, or from the other described sources, shall be placed in a separate and distinct fund, which together with all interest collected on the same, shall be pledged irrevocably for the payment of the principal and interest of the Notes or the bonds in anticipation of which they are issued when and as the same fall due.

SECTION 9. That this Board of County Commissioners hereby covenants that it will restrict the use of the proceeds of the Notes hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations prescribed thereunder and will, to the extent possible, comply with all other applicable provisions of the Code and the regulations thereunder in order to retain the Federal income tax exemption for interest on the Notes, including any expenditure requirements, investment limitations, rebate requirements or use restrictions. The County Auditor or any other officer having



responsibility with respect to the issuance of the Notes is authorized and directed to give an appropriate certificate on behalf of the County on the date of delivery of the Notes for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of the Code and the regulations thereunder.

SECTION 10. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above services in accordance with such written agreement.

SECTION 11. That at least two members of this Board of County Commissioners and the County Auditor are separately hereby authorized, alone or with others, to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Notes as a part of the Consolidated Notes Issue in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 12. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Notes.

SECTION 13. That the Clerk of this Board of County Commissioners is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 14. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 15. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Echemann Mr. Meyer Mr. Dutton

NAYS:

ADOPTED, this 7th day of July, 2021.

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

**IN THE MATTER OF ADOPTING RESOLUTION CONSOLIDATING UP TO TWO BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE**

Motion to adopt the resolution consolidating up to two bond anticipation note issues of the county of Belmont, Ohio into a consolidated note issue, and establishing the terms of such consolidated note issue.

ENTERED IN COMMISSIONERS' JOURNAL

NO. 104, PAGE NO. N/A

The Board of County Commissioners of the County of Belmont, Ohio, met in regular session at 9:00 o'clock a.m., on July 7, 2021, at the commissioners meeting room located in the Courthouse, St. Clairsville, Ohio, with the following members present:

Mr. Echemann Mr. Meyer Mr. Dutton

Absent:

Mr. Echemann moved the adoption of the following resolution:

COUNTY OF BELMONT, OHIO

RESOLUTION NO. N/A

RESOLUTION CONSOLIDATING UP TO TWO BOND ANTICIPATION NOTE ISSUES OF THE COUNTY OF BELMONT, OHIO INTO A CONSOLIDATED NOTE ISSUE, AND ESTABLISHING THE TERMS OF SUCH CONSOLIDATED NOTE ISSUE.

WHEREAS, this Board of County Commissioners has adopted two resolutions authorizing the following general obligation bond anticipation note issues pursuant to Chapter 133 of the Ohio Revised Code for the purposes indicated: (i) not to exceed \$2,905,000 Road Improvement Bond Anticipation Notes, Series 2021 for the purpose of renewing notes previously issued for the purpose of paying part of the costs of constructing road improvements in the Mall Road area of the County; and (ii) not to exceed \$5,900,000 Building Improvement and Renovation Bond Anticipation Notes, Series 2021 for the purpose of renewing notes previously issued for the purpose of paying part of the costs of acquiring and renovating two buildings to house agencies, departments, boards, commissions, or courts of the County, with related furniture, fixtures and equipment (such note issues are collectively referred to as the "2021 Series Notes"); and

WHEREAS, this Board of County Commissioners desires to authorize the issuance and sale of some or all of the 2021 Series Notes on a consolidated basis pursuant to Section 133.30(B) of the Ohio Revised Code and this resolution;

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Belmont County, Ohio:

SECTION 1. That pursuant to the provisions of Section 133.30(B) of the Ohio Revised Code, some or all of the 2021 Series Notes, as determined by the County Auditor in the Certificate of Award, as hereinafter defined, without further action of this Board of County Commissioners, shall be consolidated into a single note issue which shall be designated "Various Purpose Refunding Bond Anticipation Notes, Series 2021" or as otherwise provided in the Certificate of Award (such consolidated notes are hereinafter referred to as the "Consolidated Notes").

SECTION 2. That the Consolidated Notes shall be issued under authority of the general laws of the State of Ohio, particularly Chapter 133 of the Ohio Revised Code. The Consolidated Notes shall (i) be dated as of the same date as the 2021 Series Notes included in the Consolidated Notes, (ii) be in a principal amount equal to the sum of the aggregate principal amounts of such 2021 Series Notes, (iii) be numbered from R1 upwards in order of issuance, (iv) be of the denominations of \$100,000 or more requested by the purchaser, (v) mature on the date such 2021 Series Notes mature in an amount equal to the sum of the maturity amounts for such 2021 Series Notes for such date, and (vi) bear interest payable at maturity at a rate equal to the rate of interest on such 2021 Series Notes.

The Consolidated Notes shall not be subject to call for redemption at any time prior to maturity, unless otherwise set forth in the Certificate of Award.

It is hereby determined by this Board of County Commissioners that the issuance of the Consolidated Notes provided herein are in the best interests of the County and that the maturity provisions set forth above are consistent with the aggregate of the separate maturities of the respective resolutions authorizing the 2021 Series Notes.

SECTION 3. That the Consolidated Notes shall express upon their faces a summary statement of purposes encompassing the purposes stated in the resolutions authorizing the 2021 Series Notes and that they are issued in pursuance of this resolution. The Consolidated Notes shall be in fully registered form without coupons, shall bear the signatures of at least two members of this Board of County Commissioners and the County Auditor, provided that all of such signatures may be facsimile signatures. The Consolidated Notes shall be payable as to both principal and interest in federal funds of the United States of America at the office of a bank or trust company to be designated the County Auditor in the Certificate of Award (as hereinafter defined) without further action of this Board of County Commissioners as the paying agent, registrar and transfer agent (the "Paying Agent and Registrar") for the Notes, without deduction for exchange, collection or service charges, to

the person whose name appears on the Note registration records as the registered holder thereof. The Consolidated Notes shall bear the manual authenticating signature of an authorized representative of the Paying Agent and Registrar.

The Consolidated Notes shall be transferable by the registered holder thereof in person or by his attorney duly authorized in writing at the office of the Paying Agent and Registrar upon presentation and surrender thereof to the Paying Agent and Registrar. The County and the Paying Agent and Registrar shall not be required to transfer any Consolidated Note during the 15day period preceding any interest payment date, and no such transfer shall be effective until entered upon the registration records maintained by the Paying Agent and Registrar. Upon such transfer, a new Consolidated Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount shall be issued to the transferee in exchange therefor.

The County and the Paying Agent and Registrar may deem and treat the registered holders of the Consolidated Notes as the absolute owners thereof for all purposes, and neither the County nor the Paying Agent and Registrar shall be affected by any notice to the contrary.

SECTION 4. That the provisions of the respective resolutions authorizing the 2021 Series Notes included in the Consolidated Notes relating to security and sources of payment, federal tax status of such 2021 Series Notes and of interest payable thereon, are hereby incorporated by reference into this resolution and the Consolidated Notes.

SECTION 5. That the Consolidated Notes shall be sold to one or more entities designated or defined as such in the Certificate of Award (the "Purchaser") at not less than 100% of the principal amount thereof plus accrued interest to the date of delivery, as determined by the County Auditor without further action of this Board of County Commissioners in a certificate of award (the "Certificate of Award") pursuant to the Purchaser's offer to purchase which such officer is hereby authorized to accept. The Clerk, acting as the Clerk of this Board, at least two members of this Board or the County Auditor, or any of them, are hereby separately authorized, alone or with others, to execute and deliver a purchase agreement for the Consolidated Notes (the "Purchase Agreement") in such form as may be approved by the officer executing the same, such officer's execution thereof on behalf of the County to be conclusive evidence of such authorization and approval, and to make the necessary arrangements with the Purchaser to establish the date, location, procedure and conditions for the delivery of the Consolidated Notes to the Purchaser, to give all appropriate notices and certificates and to take all steps necessary to effect the due execution and delivery of the Consolidated Notes pursuant to the provisions of the Purchase Agreement. The proceeds from the sale of the Consolidated Notes, except as any premium and accrued interest received, shall be apportioned, deposited and credited in accordance with Section 133.32 of the Ohio Revised Code to the respective purposes and funds in accordance with the amount of each issue of 2021 Series Notes and for which purposes such proceeds are hereby appropriated. Any premium and accrued interest received from such sale shall be transferred to the bond retirement fund to be applied to the payment of the principal and interest of the Consolidated Notes in the manner provided by law.

SECTION 6. That for purposes of this resolution, the following terms shall have the following meanings:

"Book entry form" or "book entry system" means a form or system under which (i) the beneficial right to payment of principal of and interest on the Consolidated Notes may be transferred only through a book entry, and (ii) physical Consolidated Note certificates in fully registered form are issued only to the Depository or its nominee as registered owner, with the Consolidated Notes "immobilized" to the custody of the Depository, and the book entry maintained by others than this County is the record that identifies the owners of beneficial interests in those Consolidated Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, together with its Participants or otherwise, a book entry system to record ownership of beneficial interests in Consolidated Notes or principal and interest, and to effect transfers of Consolidated Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

All or any portion of the Consolidated Notes may be initially issued to a Depository for use in a book entry system, and the provisions of this Section shall apply to such Consolidated Notes, notwithstanding any other provision of this resolution. If and as long as a book entry system is utilized with respect to any of such Consolidated Notes: (i) there shall be a single Consolidated Note of each maturity; (ii) those Consolidated Notes shall be registered in the name of the Depository or its nominee, as registered owner, and immobilized in the custody of the Depository; (iii) the beneficial owners of Consolidated Notes in book entry form shall have no right to receive Consolidated Notes in the form of physical securities or certificates; (iv) ownership of beneficial interests in any Consolidated Notes in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (v) the Consolidated Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by this County. Debt service charges on Consolidated Notes in book entry form registered in the name of a Depository or its nominee shall be payable in the manner provided in this County's agreement with the Depository to the Depository or its authorized representative (i) in the case of interest, on each interest payment date, and (ii) in all other cases, upon presentation and surrender of Consolidated Notes as provided in this resolution.

The Paying Agent and Registrar may, with the approval of this County, enter into an agreement with the beneficial owner or registered owner of any Consolidated Note in the custody of a Depository providing for making all payments to that owner of principal and interest on that Consolidated Note or any portion thereof (other than any payment of the entire unpaid principal amount thereof) at a place and in a manner (including wire transfer of federal funds) other than as provided in this resolution, without prior presentation or surrender of the Consolidated Note, upon any conditions which shall be satisfactory to the Paying Agent and Registrar. That payment in any event shall be made to the person who is the registered owner of that Consolidated Note on the date that principal is due, or, with respect to the payment of interest, as of the applicable date agreed upon as the case may be. The Paying Agent and Registrar shall furnish a copy of each of those agreements, certified to be correct by the Paying Agent and Registrar, to any other paying agents for the Consolidated Notes. Any payment of principal or interest pursuant to such an agreement shall constitute payment thereof pursuant to, and for all purposes of, this resolution.

The County Auditor is authorized and directed without further action of this Board of County Commissioners to execute, acknowledge and deliver, in the name of and on behalf of this County, a blanket letter agreement between this County and The Depository Trust Company, as Depository, to be delivered in connection with the issuance of the Consolidated Notes to the Depository for use in a book entry system, and to take all other actions they deem appropriate in issuing the Consolidated Notes under a book entry system.

If any Depository determines not to continue to act as Depository for the Consolidated Notes for use in a book entry system, this County and the Paying Agent and Registrar may attempt to establish a securities depository/book entry relationship with another qualified Depository under this resolution. If this County and the Paying Agent and Registrar do not or are unable to do so, this County and the Paying Agent and Registrar, after the Paying Agent and Registrar has made provision for notification of the beneficial owners by the then Depository, shall permit withdrawal of the Consolidated Notes from the Depository and authenticate and deliver Consolidated Note certificates in fully registered form to the assigns of the Depository or its nominee, all at the cost and expense (including costs of printing definitive Consolidated Notes), if the event is not the result of action or inaction by this County or the Paying Agent and Registrar, of those persons requesting such issuance.

SECTION 7. That the County Auditor is hereby authorized without further action of this Board of County Commissioners to execute and deliver an agreement with the Paying Agent and Registrar for its services as paying agent, registrar and transfer agent for the Consolidated Notes, in each case in such form as such officer may approve, the execution thereof by such officer to be conclusive evidence of such authorization and approval.

SECTION 8. That the law firm of Dinsmore & Shohl LLP be and is hereby retained as bond counsel to the County to prepare the necessary authorization and related closing documents for the issuance, sale and delivery of the Consolidated Notes and, if appropriate, rendering its approving legal opinion in connection therewith in accordance with the written agreement presently on file with the County which at least two members of this Board of County Commissioners and the County Auditor are each hereby separately authorized to execute and deliver on behalf of the County, with such changes thereto not substantially adverse to the County as may be approved by such officers. The approval of such changes by such officers, and that the same are not substantially adverse to the County, shall be conclusively evidenced by the execution of such agreement by such officers. Such law firm shall be compensated by the County for the above

SECTION 9. That the County Auditor, at least any two members of this Board of County Commissioners, or any other authorized individuals, individually or in any combination, are hereby authorized to execute any and all necessary agreements, certificates, and other documentation in order to effectuate the issuance and delivery of the Consolidated Notes.

SECTION 10. That the Clerk of this Board of County Commissioners, is hereby directed to forward a certified copy of this resolution to the County Auditor.

SECTION 11. That it is found and determined that all formal actions of this Board of County Commissioners concerning and relating to the adoption of this resolution were adopted in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

SECTION 12. That this resolution shall take effect immediately upon its adoption.

Mr. Meyer seconded the resolution, and the roll being called upon the question of its adoption, the vote resulted as follows:

AYES: Mr. Echemann                      Mr. Meyer                      Mr. Dutton

NAYS: \_\_\_\_\_

ADOPTED, this 7th day of July, 2021.

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

Mr. Echemann explained the \$2.9 million note is for the Mall Commons Road project that is paid through the TIF (Tax Increment Financing) funds and not the county’s general fund. The \$5.9 million note is for the renovation of the two former Health Plan buildings. He noted the property acquisition and the work on the lower building which houses the Board of Election and Title Department has been paid for. Mr. Echemann said these loans were taken out only four years ago and by government standards that is a pretty fast payoff. The board is in agreement to pay off as aggressively as they can, this saves a lot of interest. Mr. Dutton said the majority of the funds used to pay off the notes for the former Health Plan buildings are from casino funds, it is not all coming from general funds. He noted the rent that was being paid to house Board of Elections and the Title Department is also being put toward the notes and if you lump the whole project together it is 50% paid off.

**IN THE MATTER OF APPROVING THE MEMORANDUM OF AGREEMENTS**  
**FOR DEPOSIT OF PUBLIC FUNDS WITH HUNTINGTON NATIONAL BANK**  
Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the *Memorandum of Agreements for Deposit of Public Funds* with Huntington National Bank, for the deposit of Active, Inactive, and Interim moneys not to exceed \$50,000,000.00, for the four-year period commencing July 1, 2021 and ending June 30, 2025.

MEMORANDUM OF AGREEMENTS  
FOR DEPOSIT OF PUBLIC FUNDS

WHEREAS, Huntington National Bank financial institution corporation under the laws of the State of Ohio, United States of America located and doing business within Belmont County, Ohio is hereinafter referred to as the "Financial Institution", having capital funds as defined by Section 135.01 (C) of the Revised Code of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) and thirty percent (30%) total assets of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ ) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2021 and ending June 30, 2025, both inclusive, it will accept for deposit and safekeeping the maximum sum of \_\_\_\_\_ Dollars (\$50,000,000.00) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of \$50,000,000.00 Dollars (\$50,000,000.00) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code:

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Belmont County Commissioners, security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth:

\_\_\_\_\_ Dollars ( \$ 50,000,000.00 )  
for the period beginning July 1, 2021 and ending June 30, 2025 as active deposits; and  
\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )  
for the period beginning July 1, 2021 and ending June 30, 2025 as inactive deposits; and  
\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )  
for the period beginning July 1, 2021 and ending June 30, 2025 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals \$50,000,000.00 Dollars ( \$50,000,000.00), a total which does not exceed the limit set by Section 135.03 of the Revised Code, thirty percent of the total assets of the Financial Institution:

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of \$50,000,000.00 Dollars ( \$ 50,000,000.00 ) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

	Amount
a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:	
<i>Itemize</i>	<i>Market Value</i>
	\$
	\$
b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code	
<i>Itemize</i>	<i>Market Value</i>
	\$
	\$

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the balance of such active, and inactive moneys in its possession, and Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the

period of time beginning July 1, 2021 and ending June 30, 2025, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 7th day of JULY, 2021

Huntington National Bank  
(Full Name of Financial Institution)  
By [Signature] SVT  
Name Title or Office Held  
By \_\_\_\_\_  
Name Title or Office Held

Belmont County Commissioners  
By [Signature] Commissioner  
Name Title or Office Held  
By [Signature] Commissioner  
Name Title or Office Held  
By [Signature] Commissioner  
Name Title or Office Held

Upon roll call the vote was as follows:

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





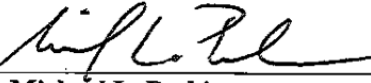
Itemize	Market Value
<u>Eligible Federal Home Loan Bank letters of credit</u>	<u>\$ (as needed)</u>

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of **Belmont County Commission** executed by such authorized person (s) and according to such procedure as said **Belmont County Commission** may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file such daily reports with the Ohio Treasurer as are required by the Uniform Depository Act and with the Treasurer of **Belmont County Commission** on a monthly statement each month during any time that a part of the award is on deposit a statement showing the balance of such active, interim, and inactive moneys in its possession, and **Belmont County Commission** in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning **July 1, 2021** and ending **June 30, 2025**, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of **Belmont County Commission** as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

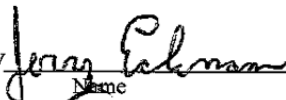
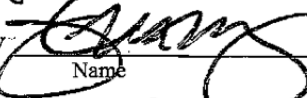
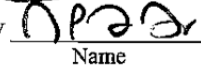
IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 29<sup>th</sup> day of June, 2021.

Corporate Seal

**WESBANCO BANK, INC.**  
  
By   
**Michael L. Perkins**  
**Senior EVP – Risk and Administration**



**Belmont County Commission**

By <u></u>	<u>Commissioner</u>
<small>Name</small>	<small>Title of Office Held</small>
By <u></u>	<u>Commissioner</u>
<small>Name</small>	<small>Title of Office Held</small>
By <u></u>	<u>Commissioner</u>
<small>Name</small>	<small>Title of Office Held</small>

Upon roll call the vote was as follows:

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



**FOR DEPOSIT OF PUBLIC FUNDS WITH PREMIER BANK**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the *Memorandum of Agreements for Deposit of Public Funds* with Premier Bank, for the deposit of Active, Inactive, and Interim moneys not to exceed \$15,000,000.00, for the four year period commencing July 1, 2021 and ending June 30, 2025.

**MEMORANDUM OF AGREEMENT FOR DEPOSITS OF PUBLIC FUNDS**

WHEREAS, Premier Bank, an Ohio commercial bank, and being located and doing business within the Mahoning, Trumbull, Columbiana, Huron, Sandusky, Ashland, Richland, Seneca, Erie, Summit, Portage, Lake, Geauga, Stark, Belmont, Williams, Fulton, Lucas, Ottawa, Defiance, Henry, Wood, Paulding, Putnam, Allen, Hancock, Seneca, Wyandot, Marion and Franklin Counties, Ohio, and Beaver County, Pennsylvania and having capital funds as defined by the "Uniform Depository Act" of Ohio of \$6,579,071.00 and deposit liabilities of \$6,351,919,000.00 as provided in said act, and hereinafter referred to as the "state chartered commercial bank" has in writing proposed to, that for the full time beginning July 1, 2021 and ending June 30, 2025 both inclusive, it will accept for deposit and safe keeping inactive funds in an amount not to exceed \$15,000,000.00 of which interest shall be governed by the market at time of investment; and interim funds in an amount not to exceed \$15,000,000.00 of which interest shall be governed by the market at time of investment; and active funds in an amount not to exceed \$15,000,000.00 of which interest shall be governed by the market on a day to day basis during the term of deposit, and

WHEREAS, the state chartered commercial bank, in said written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to secure the performance of its undertakings under said proposal, if said proposal be accepted, by giving good and sufficient collateral bond supported by the deposit with Belmont County of eligible securities required in a penal sum equal to the minimum amount of collateral required by said Uniform Depository Act; and

WHEREAS, Belmont County has accepted the said proposal of the state chartered commercial bank, either as to the whole or part of the amount of deposit proposed for, and has selected the state chartered commercial bank as one of its depositories for and during the period of time beginning July 1, 2021 and ending June 30, 2025 both inclusive, and awarded to it, as such depository, a deposit of money which award is as follows: inactive deposits, interim deposits and active deposits.

NOW THEREFORE, in consideration of said acceptance and award on the part of Belmont County, and in consideration of the deposit and use, as aforesaid, of moneys of Belmont County, the state chartered commercial bank now hereby agrees to receive from Belmont County inactive funds in an amount not to exceed \$15,000,000.00 of which interest shall be governed by the market at time of investment; and interim funds in an amount not to exceed \$15,000,000.00 of which interest shall be governed by the market at time of investment; and active funds in an amount not to exceed \$15,000,000.00 of which interest shall be governed by the market on a day to day basis during the term of deposit, and to safely keep, account for, and on demand of due notice, pay over the same for and to Belmont County all pursuant and subject to the provisions, terms, limitations, conditions and stipulations of the Uniform Depository Act of the Revised Code of Ohio. The state chartered commercial bank further agrees that, to secure the performance of its obligations hereunder and under said proposal, and the observance of all requirements of law applying to such deposits, depositories, contracts, and bond, it will forthwith give to Belmont County for the benefit of Belmont County and to its satisfaction, a good and



sufficient collateral bond supported by and in a penal sum equal to the minimum amount of collateral required to be deposited under the provisions of O.R.C. 135.18 and O.R.C. 135.182; or a corporate surety bond or bonds in the penal sum required by said Act.

The state chartered commercial bank will offer the following collateral securities in support of said collateral bond, or the following corporate surety bond or bonds, or both, to secure said award. Type of securities or security offered; securities eligible under provisions of the Uniform Depository Act of Ohio and of the Ohio Revised Code, Section 135.18 and 135.182:

- (a) Negotiable bonds or other interest bearing obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act, (market value); and
- (b) Corporate surety bond or bonds in the penal sum required by the Uniform Depository Act.

The state chartered commercial bank further understands and agrees that any or all the moneys so awarded to or deposited with it as inactive deposits may be withdrawn on proper order after due notice as prescribed by O.R.C. 135.14; also that said state chartered commercial bank will file with the Treasurer of Belmont County by the last business day of each month during any part of which the awarded is on deposit, a certificate showing the balance of such moneys in its possession. Belmont County, in consideration of agreements of state chartered commercial bank, heretofore sets forth, agrees that for and during the period of time beginning on July 1, 2021 and ending June 30, 2025 both inclusive, it will and does designate the state chartered commercial bank as a depository of money belonging to it, and that it will, during said term, allow the state chartered commercial bank the full use, for its lawful and proper purposes, of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County as such Treasurer, in the said Treasurer's account in the state chartered commercial bank, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio herein referred to and all amendments or supplements hereto, and to the terms of the state chartered commercial bank's proposal, and all within the limits, and under, and subject to the terms, conditions and stipulations in this agreement set forth.

The securities deposited, and the corporate bond, or both, shall be and are surety and bond for the compliance by the state chartered commercial bank with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned and for the performance hereof by the state chartered commercial bank.

This Agreement shall be binding on the state-chartered bank, its successors and assigns. If another financial institution should purchase the state-chartered bank, the purchasing financial institution shall meet the terms of this Memorandum of Agreement for Deposit of Public Funds. If there is a violation of the terms of said Agreement, the Belmont County reserves the right to terminate the Agreement. Either party may terminate the Agreement by giving written notice to the other party no less than 30 days prior to the date of termination. Upon the termination of this Agreement, state-chartered bank shall return all deposits to the Belmont County in the manner set forth by the Treasurer.



POWERED BY PEOPLE.  YourPremierBank.com

IN WITNESS WHEREOF, the said parties have hereunto set their hands by their duly authorized officers as of this 18<sup>th</sup> day of May 2021.

PREMIER BANK

By: [Signature]  
Frank Hierro  
EVP – Market President

By: [Signature]  
Troy Adair  
SVP – Treasurer

By: [Signature]  
Name: Jerry Echemann  
Title: Commissioner

By: [Signature]  
Name: Josh Meyer  
Title: Commissioner

By: [Signature]  
Name: J.P. Dutton  
Title: Commissioner



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Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE MEMORANDUM OF AGREEMENTS  
FOR DEPOSIT OF PUBLIC FUNDS WITH BELMONT SAVINGS BANK**

Motion made by Mr. Echemann, seconded by Mr. Myer to approve and sign the *Memorandum of Agreements for Deposit of Public Funds* with Belmont Savings Bank, for the deposit of Active, Inactive, and Interim moneys not to exceed \$20,250,000.00, for the four-year period commencing July 1, 2021 and ending June 30, 2025.

**MEMORANDUM OF AGREEMENTS  
FOR DEPOSIT OF PUBLIC FUNDS**

WHEREAS, Belmont Savings Bank  
(full corporate name of financial institution) a financial institution corporation under the laws of the State of Ohio, United States of America located and doing business within Belmont County, Ohio is hereinafter referred to as the “Financial Institution”, having capital funds as defined by Section 135.01 (C) of the Revised Code of SEVENTY NINE MILLION EIGHT HUNDRED NINETY SEVEN THOUSAND Dollars (\$ 79,897,000.00 ) and thirty percent (30%) total assets of ONE HUNDRED TWENTY THREE MILLION NINE HUNDRED NINETY THOUSAND Dollars (\$ 123,990,600.00 ) as shown in the financial statement attached to the application or applications of the Financial Institution, has in writing proposed to the Belmont County Commissioners, that for the full term beginning July 1, 2021 and ending June 30, 2025, both inclusive, it will accept for deposit and safekeeping the maximum sum of Twenty million two hundred fifty thousand Dollars (\$ 20,250,000 ) or any part thereof of the active deposits of the Belmont County Commissioners, and it will accept for deposit and safekeeping the maximum sum of Twenty million two hundred fifty thousand Dollars (\$ 20,250,000 ) of the inactive deposits of the said subdivision as active, interim, and inactive deposits, as defined in Section 135.01 of the Revised Code;

WHEREAS, said Financial Institution has also, in the written proposal, and pursuant to the Uniform Depository Act of Ohio, offered to pledge and deposit with the Treasurer of the subdivision or designated Trustee as security for the repayment of all public moneys to be deposited in the Financial Institutions by said Belmont County Commissioners, security of the kind specified in Section 135.18, and any other sections of the Revised Code of Ohio specifying eligible security, in a sum equal to the minimum amount of security required by Section 135.18, or surety company bond or bonds in a sum required by said Uniform Depository Act; and

WHEREAS, the said Belmont County Commissioners has accepted the proposal of said Financial Institution, either as to the whole or part of the amount of deposit proposed for, and has selected said Financial Institution as one of its depositories for and during the period or periods of time as follows for the sum herein set forth:

\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )  
for the period beginning July 1, 2021 and ending June 30, 2025 as active deposits; and  
\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )  
for the period beginning July 1, 2021 and ending June 30, 2025 as active deposits; and  
\_\_\_\_\_ Dollars ( \$ \_\_\_\_\_ )  
for the period beginning July 1, 2021 and ending June 30, 2025 as interim deposits both dates inclusive; and awarded to it, as such depository, a deposit or deposits of money at the rate of interest for such inactive deposits set forth in its applications for the deposit of public moneys; the total of which active, and interim deposits awarded totals Twenty million two hundred fifty thousand Dollars ( \$ 20,250,000 ), a total which does not exceed the limit set by Section 135.03 of the Revised Code, thirty percent of the total assets of the Financial Institution;

NOW, therefore, in consideration of said acceptance and award on the part of said Belmont County Commissioners and in consideration of the deposit and use, of said moneys of said Belmont County Commissioners said Financial Institution now hereby agrees to receive from said Belmont County Commissioners the sum of Twenty million two hundred fifty thousand Dollars ( \$ 20,250,000 ) of the moneys of said Belmont County Commissioners coming into the hands of the Treasurer of said Belmont County Commissioners as such Treasurer, in account or accounts known as the Inactive Deposit Account or Accounts, which deposits shall be made pursuant to the provisions of Section 19 of the Federal Reserve Act and Section 3 of its Regulation Q, together with the amendments by the Board of Governors of the Federal Reserve System, as to notice, etc.

Said Financial Institution further agrees that to secure the performance of its obligations hereunder and under said proposal and the observance of all requirements of law applying to such deposits, depositories, contracts, and bonds, it will forthwith pledge to and deposit with the Treasurer or designated Trustee to said Belmont County Commissioners for the benefit of said Belmont County Commissioners and to its satisfaction, and to the satisfaction of the legal adviser of Belmont County Commissioners as to form, eligible securities of aggregate market value equal to the excess of the amount of public moneys to be at the time insured by the Federal Deposit Insurance Corporation, or by any agency or instrumentality of the federal government, under the provisions of Section 135.18 of the Revised Code; or surety company bond or bonds in the sum required by Section 135.18, Revised Code. The said Financial Institution will offer the following security to secure said award.

Type of securities deposited or security offered:

FDIC Insurance Amount 250,000

a. Eligible securities or other obligations of the kind permitted to be deposited under the provisions of the Uniform Depository Act:

Itemize	Market Value
<u>Investment Securities</u>	\$ <u>20,000,000</u>
	\$

b. Surety company bond or bonds in the sum required by Section 135.18; Revised Code

Itemize	Market Value
	\$
	\$

Said Financial Institution further covenants and agrees that any or all of the money awarded to or deposited with it as active funds, may at any time be drawn against by check of Belmont County Commissioners executed by such authorized person(s) and according to such procedure as said Belmont County Commissioners may designate and prescribe; such interim deposits shall be evidenced by certificates of deposit, each of which shall mature not later than the end of the period of designation, and may provide on its face that the amount of such deposit is payable upon written notice to be given a specified period before the date of repayment.

Said Financial Institution also agrees to file with the Treasurer of Belmont County Commissioners on the last business day of each month during any time that a part of the award is on deposit a statement showing the

balance of such active, and inactive moneys in its possession, and Belmont County Commissioners in consideration of the agreements of said Financial Institution, heretofore set forth, agrees that for and during the period of time beginning July 1, 2017 and ending June 30, 2025, both inclusive, it will and does designate said Financial Institution as a depository of money belonging to it in the amounts set forth above and that it will, during said term, allow the same Financial Institution the full use, for its lawful and proper purposes of the daily balances, of deposits of the moneys coming into the hands of the Treasurer of Belmont County Commissioners as such Treasurer, in the Treasurer's Account in said Financial Institution, as aforesaid; all pursuant and subject to the Uniform Depository Act of Ohio, herein referred to, and all amendments or supplements thereto, and to the terms of the Financial Institution's proposal, and all within the limits and under and subject to the terms conditions and stipulations in this agreement set forth. The securities deposited, and the surety bond, or both, shall be and are surety and bond for the compliance by the Financial Institution with each and all of the provisions, terms, limitations, conditions and stipulations hereinbefore mentioned, and for the performance hereof by the Financial Institution. It is further agreed that this contract shall become null and void whenever by amendment or amendments of any state or federal law or the amendment or adoption of any valid regulations, thereunder, of the United States are changed or amended, the terms of the designation, lawful at the beginning of any period of designation, cause to be unlawful, during such period and if such period and if such change of law or regulation requires, the period of designation shall be limited so as not to extend beyond the date when such change becomes effective.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their duly authorized officers, this 13<sup>th</sup> day of April, 2021

Belmont Savings Bank

(Full Name of Financial Institution)

By [Signature] President/CEO

Name Title of Office Held

By [Signature] EVP. Operations

Name Title of Office Held

Belmont County Commissioners

By [Signature] Commissioner

Name Title of Office Held

By [Signature] Commissioner

Name Title of Office Held

By [Signature] Commissioner

Name Title of Office Held

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ENTERING INTO OPWC PROJECT GRANT AGREEMENT FOR BEL-4.21.21/24.75 (COLERAIN PIKE) PAVING AND RETAINING WALL**  
Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commissioner J. P. Dutton to sign and enter into the Ohio Public Works (OPWC) Project Grant Agreement for the **BEL-4.21.21/24.75 (Colerain Pike) Paving and Retaining Wall** in the amount of \$729,490.00, based upon the recommendation of Terry Lively, County Engineer.  
*Note: Project is funded 74% OPWC, 26% MVGT fund.*  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE**



**OF SERVICES CONTRACT BETWEEN BCDJFS AND MOBILIZE360**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the Purchase of Performance of Services Contract between the Belmont County Dept. of Job & Family Services and Mobilize360, in the maximum amount of \$100,000, effective July 1, 2021 to June 30, 2022, to provide Outreach Services for Workforce Development Area 16.

*Note: This is paid entirely from the Workforce Innovation and Opportunity (WIOA) Act administrative funding.*

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
Purchase of the Performance of Services Contract**

**Whereas**, this contract entered into on the 23<sup>rd</sup> day of June 2021, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and Mobilize360 (hereinafter referred to as “Contractor”), is for the purchase of the performance of professional services to Outreach Services for the Workforce Development Area 16 (WDA16), as defined in the Request for Qualifications (RFQ) WDA16 Outreach Service, dated September 10, 2018 and attached as Exhibit A, and the Mobilize360 response to this RFQ, attached as Exhibit B.

**I PURPOSE**

The purpose of this contract is to provide Outreach Services in WDA16 which will address:

1. Promoting job fairs and other workforce development events; and
2. Communicating with job seekers that WDA16 and OhioMeansJobs services are available for everyone; and
3. Expanding outreach to create awareness of selected services to help businesses meet the workforce needs; and
4. Communicating with parents and students regarding the youth workforce development and employability services available through the new Comprehensive Case Management Employment Program (CCMEP).

**II PARTIES**

The parties to this agreement are as follows:

- Purchaser:** The Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville, OH 43950  
740-695-1075
- Contractor:** Mobilize360  
3137 Pennsylvania Avenue  
Weirton WV 26062  
304-374-6925  
Jake Young, Owner

**III CONTRACT PERIOD**

This contract and its terms for Program Year 2021 (PY22) will become effective on July1, 2021. The termination date for this contract is June 30, 2022. This is the fourth and final year of the extension of this contract per the RFP issued on September 10, 2018.

**IV DEFINITIONS**

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser’s choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor’s breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor’s failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

Outreach Services

As defined in TEGL 3-15, “Basic Career Services must include availability to all individuals seeking services served in the one-stop delivery system and include: *Outreach*, intake...and orientation to information and other services available through the one-stop delivery system.”

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state’s biennium budget, was signed into law. Section 305.190 of the bill established the Comprehensive Case Management Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

**V SCOPE OF WORK**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

The Contractor will provide the following deliverables for this project:

- A. Technical support to **define, design and create messages** to unique client groups; and
- B. Refine and implement the outreach strategy within the allocated budget (\$100,000.00 from July 1, 2021-June 30, 2022), which includes all vendor fees and media/outreach purchases. Work is to be performed according to the WDB16 approved media mix plan, which may be revised by the WDB16 as needed.
- C. Purchase, produce and manage media buys; and
- D. Develop earned media opportunities strategy for “free” outreach, i.e. talk shows, press releases, interviews, chamber of commerce/business organization speaking/newsletters, etc.; and
- E. Plan to evaluate results and provide feedback to the WDB16 quarterly and semi-annually.

1. The Contractor’s staff must become familiar with WIOA Area 16 policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also become applicable.
2. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
3. The Contractor shall meet the performance standards specified in this contract. The Contractor’s failure to meet these standards will be a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.
4. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.

**B. Purchaser Responsibilities**

1. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall organize timely meetings with the WDB16, the COG and the WDB16 Outreach Committee to assure the Contractor may receive all necessary reviews and approvals to comply with the project scope of work and deliver work products in a timely manner.
3. The Purchaser will pay all costs related to providing Outreach Services consistent with the provisions stated in Article VIII.

**C. Contractual Performance Standards**

To reach the outcome and purpose stated herein, the performance standards under this contract shall include:

1. Providing all deliverables as specified in Article V – Scope of Work in a timely manner.
2. Timely cooperation with all accountability requirements set forth in this contract.
3. Providing quarterly and semi-annual feedback on the effectiveness of the outreach efforts.
4. The Contractor will complete and provide to the Purchaser a “Service Delivery Performance Report.” This report will be due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire previous month from the first (1<sup>st</sup>) to the last day of the month.

The Contractor’s failure to meet these Contractual Performance Standards will result in the following:

- A. Submission of a Corrective Action Plan by the Contractor to the Purchaser outlining the reason for not meeting the performance standard(s) and actions to be implemented to achieve the performance standard(s); or
- B. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance standard(s) specified in this contract (reference Article XXIII – Termination and Article XXIV – Breach of Contract).

**D. Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and delivery of services as described in Article V – Scope of Work.

**E. Performance Reporting**

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of the month. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of that month. The Purchaser and Contractor will determine the format of these reports. The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and/or modification at the Purchaser’s discretion.

**F. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, outreach impact, feedback data and related reports. The Purchase will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including, but not limited to, providing access to files, any sub-vendors and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and/or repayment

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.259). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$100,000.00 All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with fiscal and/or program year.

**VII ALLOWABLE COSTS**

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made. The following cost schedule is based upon performing the services herein described for Outreach Services:

Activity	Total Cost
Purchase of Outreach Media (TV, radio, social media, print, billboards, custom apps, etc.)	\$89,285.71



<i>Professional Service Fees</i> covering outreach strategy/ planning, content development, content production, media purchases, earned media contacts and all administrative services related to the delivery of the scope of work not to exceed 12% of the purchase of outreach media.	\$10,714.29
Indirect Cost	\$0.00
<b>Total Cost</b>	<b>\$100,000.00</b>
<b>Maximum Authorize Reimbursement Amount</b>	<b>\$100,000.00</b>

- IX

**DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.
- X

**AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit.

Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month.

If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued.

Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.
- XI

**DISPOSITION OF ASSETS**

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.
- XII

**WARRANTY**

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.
- XIII

**INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker’s compensation insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

The Contractor shall also obtain and maintain, at all times, throughout the term of this agreement and the Contractor’s expense, a policy of professional liability or commercial general liability insurance, as applicable, with an insurance company licensed in the State of Ohio.
- XIV

**NOTICE**

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.
- XV

**AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period Contractor shall retain such records until the audit is concluded and all issues are resolved.
- XVI

**CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser’s consumers for any purpose not directly related to the performance of this contract is prohibited.
- XVII

**CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser as long as this other work does not interfere with Contractor’s performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser’s offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee’s business or any business relationship or financial interest that a County employee has with Contractor or in its business.
- XVIII

**COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board’s policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor’s employees, if applicable.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or

this contract shall be void as of that date.

**XIX RELATIONSHIP**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will, at all times, have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

**XX ASSIGNMENTS**

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

**XXI SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contraction or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any, and all subcontractors or media companies for any services they provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

**XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

By mutual consent and with the approval of the WDB16 and COG, this contract may be modified to expand or reduce the scope of work regarding outreach, as defined herein, or extend the contract for up to three (3) additional years, as permitted by state and federal WIOA laws and regulations.

**XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

**XXIV BREACH OF CONTRACT**

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party’s rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party’s discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

**XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

**XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government in connection with any omission or negligent action.

**XXVII GOVERNING LAW AND FORUM**

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

**XXVIII SEVERABILITY**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**XXIX NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws.

During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws. Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers’ Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XXXIII COPELAND “ANTI-KICKBACK” ACT**

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**XXXIV DAVIS-BACON ACT**  
Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**  
Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXVI PUBLIC RECORDS**  
This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**  
Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**XXXVIII ENERGY EFFICIENCY**  
Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**  
Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133)

**XL PATENT RIGHTS**  
Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

**XLI PROCUREMENT**  
Contractor shall follow required procurement policies and laws as applicable and advised by the Purchaser.

**XL SIGNATURES**

<u>Jeffery Felton /s/</u>	<u>6/29/2021</u>
Jeffery Felton, Director	Date
Belmont County Department of Job and Family Services	
68145 Hammond Road	
St. Clairsville OH 43950	
(740)695-1075	
<u>J. P. Dutton /s/</u>	<u>7/7/21</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>7-7-21</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>7/7/21</u>
Josh Meyer	Date
Belmont County Commissioner	
<u>Jake Young /s/</u>	<u>6-17-2021</u>
Mobilize360, Jake Young, Owner	Date
3137 Pennsylvania Avenue	
Weirton WV 26062	
(304)374-6925	
Approved as to form:	
<u>David K. Liberati /s/ Assist. P.A.</u>	<u>7-6-21</u>
Dave Liberati	Date
Belmont County Prosecutor	
Upon roll call the vote was as follows:	
Mr. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Yes

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BCDJFS AND SOUTH EAST AREA TRANSIT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and sign the contract between Belmont County Department of Job and Family Services and South East Area Transit, for transportation services for Workforce Innovation and Opportunity Act (WIOA) youth participants in the Comprehensive Case Management Employment Program (CCMEP) effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$20,000.00.

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

**Purchase of the Performance of Services Contract**

**Whereas**, this contract entered into on the 7<sup>th</sup> day of July 2021, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and South East Area Transit (hereinafter referred to as “Contractor”), is for the purchase of the performance of Transportation Support Services for Belmont County Youth for the Workforce Development Area 16 (WDA16), as defined in the Request for Proposals (RFP) WDA16 dated January 10, 2020 and attached as Exhibit A, and the National Church Residences Transportation Services, LLC response to this RFQ, attached as Exhibit B.

- I PURPOSE**  
The purpose of this contract is to provide curb to curb transportation services for eligible youth in Belmont County participating in the Comprehensive Case Management Employment Program (CCMEP)
- II PARTIES**  
The parties to this agreement are as follows:
- |                    |                                                                                                                             |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------|
| <b>Purchaser:</b>  | The Belmont County Department of Job and Family Services<br>68145 Hammond Road<br>St. Clairsville, OH 43950<br>740-695-1075 |
| <b>Contractor:</b> | South East Area Transit<br>375 Fairbanks Street<br>Zanesville OH 43701<br>740-454-8574                                      |
- III CONTRACT PERIOD**  
This contract and its terms for Program Year 2021 (PY21) will become effective on July1, 2021. The termination date for this contract is June 30, 2022. Upon successful and satisfactory completion of the PY20 contract, this contract may be renewed annually for an additional two (2) program years not to extend past June 30, 2024.
- IV DEFINITIONS**

The following words, phrases and terms, when used in this contract, are limited to the following definitions:

Allowable Costs

Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State, and local law for the proper administration and performance of services to customers.

Workforce Area 16

Workforce Area 16 consists of Belmont, Carroll, Harrison and Jefferson Counties.

Council of Governments

The Council of Governments (COG) consists of one County Commissioner from each county in Area 16 and is the Chief Elected Official for the area.

Workforce Development Board

The Workforce Development Board (WDB), as required by the Workforce Innovation and Opportunity Act (WIOA) is appointed by the county commissioners in each county in Area 16. The WDB membership is as outlined by the WIOA and the Ohio Revised Code. The WDB advises the COG approves Area 16 policies and providers.

Performance

Performance by the Contractor under this contract is described more thoroughly in Article V, but includes meeting all service, performance reporting and evaluation and monitoring requirements as well as all performance standards stated herein.

Proportional payment

Proportional payment would occur at Purchaser's choice in the event the Contractor fails to perform as stated in the contract. It would require a formal modification of this contract and would entail a reduction in payment directly proportionate to the degree to which the Contractor has failed to perform. Proportional payment is not the only manner in which this contract can be modified in the event of the Contractor's breach, and its inclusion in this Article in no manner binds the Purchaser to this remedy in the event of the Contractor's failure of performance.

Services

Services by the Contractor under this contract include all those outlined in Article V and include all services, performance reporting and evaluation and monitoring responsibilities as well as meeting all performance standards stated herein.

Outreach Services

As defined in TEGL 3-15, "Basic Career Services must include availability to all individuals seeking services served in the one-stop delivery system and include: *Outreach*, intake and orientation to information and other services available through the one-stop delivery system."

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

On June 30, 2015, Ohio House Bill 64, the state's biennium budget, was signed into law. Section 305.190 of the bill established the Comprehensive Case Management Employment Program (CCMEP). CCMEP serves youth ages 14-24 and is funded by WIOA and TANF funds. Guidance for CCMEP may be accessed at: <http://jfs.ohio.gov/owd/CCMEP/index.stm>.

**V SCOPE OF WORK**

Subject to the terms and conditions as set forth in this document and incorporated attachments, the Contractor and Purchaser agree to perform the following services to the level of performance as herein stated:

**A. Contractor Responsibilities**

1. Be a formally recognized business or service agency providing the services applied for and shall:
  - a. Disclose all entities with a five percent (5%) or more ownership and have a written statement defining the purpose of the business or service agency;
  - b. Have a written statement of policies, directives, by-laws and/or articles of incorporation;
  - c. Have a written table of organization that clearly identifies lines of administrative, advisory, contractual, and supervisory authority unless the business is a sole proprietorship;
  - d. Operate the business in compliance with all applicable federal, state and local laws and shall have a written statement supporting compliance with:
    - i. Non-Discrimination laws, federal wage and hour laws and worker compensation laws in the recruitment and employment of individuals; and
    - ii. Non-Discrimination laws in the provision of services.
  - e. Comply with all federal, state of Ohio and local laws, rules, executive orders and other legal requirements as they apply to public transportation, including drug abuse and alcohol misuse requirements, as appropriate.
2. Have a physical facility from which to conduct business. The facility shall include a local telephone number, a designated and locked storage space for the maintenance of participant records separate from other business records and secure email access to correspond with the Ohio Means Jobs One-Stop Center in Belmont (OMJ – Belmont County).
3. Have written procedures supporting the operation of the business and provision of service and shall include all information documented in the RFP – **Condition of Participation Part 1**;
4. Have written personnel policies and documentation that support personnel practices for providers as documented in the RFP – **Condition of Participation Part 2**;
5. Ensure that participant information will remain confidential, including addresses;
6. Deliver services in compliance with the specifications detailed in the RFP;
7. Receive all requests for curb-to-curb transportation services via local telephone calls. All calls must be logged, transportation requests must be documented and reviewed. Trips will be conducted primarily Monday-Friday and scheduled at least two (2) business days in advance. If the schedule permits, the Contractor can schedule a trip on demand. The Contractor is required to complete and document all requested and scheduled trips and track all trip denials;
8. The Contractor will be required to review, revise and produce final schedules. The Contractor shall refine trip assignment to increase productivity, improve ride quality and adjust individual route schedules to provide resources that match demand;
9. The Contractor will be required to manage daily service operations through effective communication with vehicle operators and revise schedules to effectively meet demand;
10. Back-up vehicles must be available.
11. Meet the requirements of "On-Time" transportation as defined in the RFP to include: delivering passengers within fifteen (15) minutes of the scheduled time and picking up passengers no later than fifteen (15) minutes after scheduled pick-up time. Records of unmet and incomplete transportation request shall be kept. WDB-16 and OMJ – Belmont County expectation for "On-Time" performance is to have 100% commuter trips meeting "On-Time" delivery and pick-up as defined above;
12. The Contractor will be responsible for tracking: number of requests made, number of trips scheduled, number of clients served, number of trips completed, number of no-shows, number of out of county or out of state trips, passenger hours of service provided to OMJ-Belmont County riders and total non OMJ-Belmont County riders;
13. Provide curb-to-curb transportation services defined as: picking up consumers at their home/place of residence/place of employment and delivering them to the destination address. Upon arrival at the correct pick-up location, the driver shall wait a minimum of three (3) minutes beyond the scheduled pick-up window;

14. The Contractor shall not directly or indirectly discriminate against any person based on race, color, handicap, age, gender, national origin or religious beliefs;
15. The Contractor shall be solely responsible for the provision and satisfactory work performance of all employees and vendors as described in the RFP or any reasonable performance standards established by the WDB-16 or OMJ – Belmont County;
16. The Contractor is responsible for ensuring that each driver and dispatcher is familiar with the requirements of services of this contract and their responsibilities as a driver;
17. The Contractor will be responsible for payment of all employees' wages and benefits. The Contractor shall comply with the requirements of employee liability, worker's compensation, unemployment insurance and social security;
18. All vehicles shall be equipped with safety belts. All passengers, when appropriate, will be required to use them. There may be times, due to a medical condition, that wearing a safety belt is not possible. A brief description of why the seat belt was not worn must be made on the driver log when applicable;
19. Drivers will be required to identify each passenger to ensure the correct passenger is transported so that no one will be left behind. Only authorized passengers shall be transported. All vehicles, passengers and trips must be accounted for at all times;
20. The Contractor shall provide a sufficient number of employees to meet the coordination and transportation service requirements. The Contractor will be responsible for training employees and assuring that all program policies and procedures are understood and followed;
21. The Contractor shall be required to furnish a sufficient number of qualified drivers to operate the vehicles and provide the services. All drivers must be neatly and cleanly dressed and shall maintain a courteous and cooperative attitude when in contact with the public. In addition, the drivers must meet the following requirements:
  - a. Be at least twenty-one (21) years of age and properly licensed in the State of Ohio to drive a motor vehicle;
  - b. Have the ability to understand written and/or oral instructions and the ability to document the service provided;
  - c. A three (3) year driving abstract from the Ohio Bureau of Motor Vehicles or other appropriate law enforcement authority must be submitted for each driver;
  - d. A written background check from the Ohio Bureau of Criminal Identification and Investigation (BCI) with twelve (12) months of the service date and subsequent checks every two (2) years;
  - e. No more than one (1) moving violation per year for the past five (5) years. If the driver license has ever been suspended, they must have two (2) full subsequent years with no moving violations; and
  - f. Under no condition will a driver convicted of a felony and/or a drug/alcohol offense be allowed to transport participants through this contract.
  - g. All drivers are subject to alcohol and drug screening as required by the Federal Transit Administration and must complete the following safety classes:
    - i. Defensive Driving
    - ii. Preventing Disease Transmission
    - iii. CPR and General First Aid
    - iv. Sensitivity Training
    - v. Drug and Alcohol Training
    - vi. Geographic Familiarity
    - vii. Hands-on wheelchair transfer technique instruction
22. The Contractor is required to maintain a fleet of vehicles necessary to meet the demands and requirements, including handicap accessibility, that assure the safety of each participant according to these standards:
  - a. Vehicles designed for transporting less than five (5) participants shall:
    - i. Be equipped with safety belts for each individual transported; and
    - ii. Have documentation that an annual safety inspection has been completed through either the Ohio Highway Patrol or a certified mechanic as outlined in Appendix I-A of the RFP;
  - b. Vehicles equipped for transporting participants remaining in wheelchairs shall:
    - i. Be equipped with permanently installed floor wheelchair restraints for each wheelchair position used;
    - ii. Have documentation that an annual safety inspection has been completed through either the Ohio Highway Patrol or a certified mechanic as outlined in Appendix I-A of the RFP;
    - iii. Have documentation of daily inspection and testing of the wheelchair lift prior to transporting any participant that day as outlined in Appendix I-B of the RFP; and
    - iv. Have documentation that each operator has been trained and skill-tested in the proper use of the wheelchair lift and securing mechanisms prior to transporting any wheelchair bound participant.
  - c. Vehicles designed for transporting five (5) or more participants shall:
    - i. Be equipped with functional safety belts for each participant transported unless the vehicle is exempted by state law;
    - ii. Be equipped with emergency equipment as specified in Appendix I-A of this RFP; and
    - iii. Have documentation that an annual safety inspection has been completed through either the Ohio Highway Patrol or a certified mechanic as outlined in Appendix I-A of the RFP.
23. The Contractor shall have each participant complete a customer satisfaction survey provided by the Purchaser. The survey results must meet a minimum of 90% satisfaction for the contraction period of July 1, 2021-June 30, 2022. The surveys must be submitted to the Belmont County DJFS with the monthly report.

**B. Purchaser Responsibilities**

1. The Purchaser will monitor the Contractor's activities pursuant to this contract to ensure they are compliant with the service requirements, performance standards and reporting and monitoring as included herein.
2. The Purchaser shall organize timely meetings with the WDB16 and the COG to assure the Contractor may receive all necessary reviews and approvals to comply with the project scope of work and deliver work products in a timely manner.
3. The Purchaser will pay all costs related to providing transportation services consistent with the provisions stated in Article VIII.
4. The Purchaser will determine eligibility of all participants prior to contacting the Contractor to schedule any trips.
5. The Purchaser will communicate via secure email or local telephone line, the details of each trip needed by the Contractor to perform the service including, but not limited to: participant name, address of pick-up location, destination, time to be picked-up, participant telephone number and the return trip time.

**C. Contractual Performance Standards**

To reach the outcome and purpose stated herein, the performance standards under this contract shall include:

1. Providing all deliverables as specified in Article V – Scope of Work in a timely manner;
2. Timely cooperation with all accountability requirements set forth in this contract;
3. Providing quarterly and semi-annual feedback on the effectiveness of the transportation services; and
4. The Contractor will complete and provide to the Purchaser a "Service Delivery Performance Report." This report will be due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire previous month from the first (1<sup>st</sup>) to the last day of the month.

The Contractor's failure to meet these Contractual Performance Standards will result in the following:

- A. Submission of a Corrective Action Plan by the Contractor to the Purchaser outlining the reason for not meeting the performance standard(s) and actions to be implemented to achieve the performance standard(s); or



B. Termination of this contract by the Purchaser due to the Contractor’s failure to meet the performance standard(s) specified in this contract (reference Article XXIII – Termination and Article XXIV – Breach of Contract).

**D. Contractual Reviews**

In addition to ongoing contract monitoring, the Contractor and Purchaser may meet to review the program and delivery of services as described in Article V – Scope of Work.

**E. Performance Reporting**

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of the month. The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10<sup>th</sup>) of the following month and will include all required information for the entire prior month from the first (1<sup>st</sup>) to the last day of that month. The Purchaser and Contractor will determine the format of these reports. The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and/or modification at the Purchaser’s discretion.

**A. Evaluation and Monitoring**

The Purchaser shall periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, feedback data and related reports. The Purchase will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including, but not limited to, providing access to files, any sub-vendors and other employees. The Contractor’s compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor’s failure to comply with its evaluation and monitoring duties and failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and/or repayment

**VI AVAILABILITY OF FUNDS**

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.259) and CCMEP TANF Funds (CFDA #93.558) In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$20,000.00. The total amount of WIOA funding available under the terms of this contract is \$10,000.00. The total amount of CCMEP TANF funding available under the terms of this contract is \$10,000.00. All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with fiscal and/or program year.

**VII ALLOWABLE COSTS**

Purchaser will reimburse only for those costs authorized under applicable federal, Ohio and local laws and policies.

**VIII BILLING, PAYMENT AND COSTS**

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10<sup>th</sup>) day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment. Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements. In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made. The following cost schedule is based upon performing the services herein described for Transportation Services:

Activity	Total Cost
Cost per mile from pick-up to drop off	\$3.00/Mile
Load Fee	\$10.00/Load
Wait Time	\$15.00/Hour
Maximum Authorize Reimbursement Amount	\$20,000.00 (Section VI of this contract)

**IX DUPLICATE BILLING**

Contractor warrants that claims made to Purchaser for payment shall be for performance of actual services rendered and shall not duplicate claims made by Contractor to other sources of funds, public or private, for the same services. Nothing in this provision shall be interpreted to prohibit use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

**X AUDIT RESPONSIBILITY AND REPAYMENT**

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be conducting using a “sampling” method. Areas to be reviewed using this method may include but are not limited to months, expenses, total units and billable units. If errors are found, the error rate of the sample will be applied to the entire audit. Contractor agrees to repay Purchaser the entire amount of any payment received for duplicate or erroneous billings and for false or deceptive claims. When an overpayment is identified it must be repaid within one (1) month. If repayment within one (1) month cannot be made, Contractor will sign a Repayment of Funds Agreement. Furthermore, Purchaser may withhold payment and take any other legal action it deems appropriate for recovering any money erroneously paid under this contract if evidence exists of less than complete compliance with the provisions of this contract. If checks are withheld pending repayment by Contractor of erroneously paid funds, those checks held more than sixty (60) days will be canceled and will not be re-issued. Purchaser, at its sole discretion, may allow a change in the terms of repayment. Such change will require an amendment to the Repayment of Funds Agreement.

**XI DISPOSITION OF ASSETS**

Assets purchased under this agreement shall be the property of Purchaser and shall be delivered to Purchaser when the term of this contract expires.

**XII WARRANTY**

Contractor warrants that its services shall be performed in a professional and work like manner in accordance with applicable professional standards.

**XIII INSURANCE**

Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker’s compensation insurance. A copy of the document evidencing said coverage shall be furnished to the Purchaser prior to the effective date of this contract. The Contractor shall also obtain and maintain, at all times, throughout the term of this agreement and the Contractor’s expense, a policy of professional liability or commercial general liability insurance, as applicable, with an insurance company licensed in the State of Ohio.

**XIV NOTICE**

Notice as required under this agreement shall be sufficient if it is by certified mail, return receipt requested, provided that such notice states that it is a formal notice related to this contract.

**XV AVAILABILITY AND RETENTION OF RECORDS**

In addition to the responsibilities delineated in other articles, Contractor is specifically required to retain and make available to Purchaser all records relating to the performance of services under this contract, including all supporting documentation necessary for audit by Purchaser, the

State of Ohio (including but not limited to the Ohio Department of Job and Family Services, the Auditor of the State of Ohio, Inspector General or other duly appointed law enforcement officials) and agencies of the United States Government for at least three (3) years after payment under this agreement. If an audit is initiated during this time period Contractor shall retain such records until the audit is concluded and all issues are resolved.

#### **XVI CONFIDENTIALITY**

Contractor agrees to comply with all federal and state laws applicable to Purchaser and its consumers concerning the confidentiality of its consumers. Contractor understands that any access to the identities of such consumers shall only be provided as is necessary for the purpose of performing its responsibilities under this contract. Contractor understands that the use or disclosure of information concerning Purchaser's consumers for any purpose not directly related to the performance of this contract is prohibited.

#### **XVII CONFLICT OF INTEREST AND DISCLOSURE**

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Purchaser as long as this other work does not interfere with Contractor's performance of services under this contract. Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Purchaser's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications. Contractor hereby covenants that it has disclosed any information that it possesses about any business relationship or financial interest that it has with a county employee, employee's business or any business relationship or financial interest that a County employee has with Contractor or in its business.

#### **XVIII COMPLIANCE**

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the Area 16 Workforce Development Board's policy in the performance of work under this contract.

Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and

all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees, if applicable.

Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or

this contract shall be void as of that date.

#### **XIX RELATIONSHIP**

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between Contractor and Purchaser. Contractor will, at all times, have the status of independent contractor without the right or authority to impose tort, contractual or any other liability on Purchaser, the Belmont County Board of Commissioners and the Area 16 Workforce Development Board.

#### **XX ASSIGNMENTS**

Contractor shall not assign this contract without express, prior, written approval of Purchaser.

#### **XXI SUBCONTRACTS**

Contractor shall not subcontract the performance of services agreed to in this contraction or any part thereof without the express, prior, written approval of the Purchaser. In the event the Purchaser approves of a subcontract of all or part of the performance required herein, the Contractor shall remain solely responsible for all performance hereunder including delivering services, reporting performance and assisting with evaluation and monitoring as described in this contract. The Contractor is solely responsible for making payments to any, and all subcontractors or media companies for any services they provide hereunder. Any subcontractors are subject to all terms, conditions and covenants contained in this contract.

#### **XXII INTEGRATION, MODIFICATION AND AMENDMENT**

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

By mutual consent and with the approval of the WDB16 and COG, this contract may be modified to expand or reduce the scope of work regarding outreach, as defined herein, or extend the contract for up to three (3) additional years, as permitted by state and federal WIOA laws and regulations.

#### **XXIII TERMINATION**

This contract may be terminated by either party upon notice in writing delivered upon the other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Purchaser must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

#### **XXIV BREACH OF CONTRACT**

Should either party fail to perform as required under this contract, that failure of performance shall be a breach of this contract and will trigger the other party's rights of termination, cancellation, remuneration, repayment, rescission and modification, as defined herein and at the non-breaking party's discretion. Although in the event of breach, the non-breaking party has the right to terminate, cancel, rescind, modify and demand remuneration and/or repayment (as applicable), the non-breaking party is not required to avail itself of any of these rights and may choose to continue the contract, at its discretion.

#### **XXV WAIVER**

Any waiver of any provision or condition of this contract shall not be construed or deemed to be a waiver of any provision or condition of this contract, nor a waiver of a subsequent breach of the same provision or conditions.

#### **XXVI INDEMNIFICATION**

Contractor agrees to protect, defend, indemnify and hold free and harmless Purchaser, its officers, employees and agents, the Belmont County Board of County Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government against any and all losses, penalties, damages, settlements, costs or liabilities or every kind arising out of or in connection with any acts or omissions, negligent or otherwise, of Contractor, its officers, agents, employees and independent contractors.

Contractor shall pay all damages, costs and expenses of Purchaser, its officers, agents and employees, the Belmont County Board of Commissioners, the Area 16 Workforce Development Board and the Area 16 Council of Government in connection with any omission or negligent action.

#### **XXVII GOVERNING LAW AND FORUM**

This contract and any modifications and amendments thereto shall be governed by, and construed under, the laws of the State of Ohio. Any legal action brought pursuant to this contract shall be filed in the courts of Belmont County, Ohio.

#### **XXVIII SEVERABILITY**

If any term or provision of this contract or its application to any person or circumstance is held to be invalid or unenforceable, the remainder of this contract and its application of such term or provision to persons or circumstances other than those as to which it is held invalid or

unenforceable shall not be affected thereby and each term and provision of this contract shall be valid and enforced to the fullest extent permitted by law.

**XXIX NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with federal and Ohio civil rights and non-discrimination laws and regulations including but not limited to Titles VI and VII of the Civil Rights Act of 1964 as amended, Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in the Department of Labor regulations (41 CFR Chapter 60), the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Age Discrimination Act of 1975, the Age Discrimination Employment Act as amended and Ohio Civil Rights Laws. During performance of this contract, Contractor will not discriminate against any employee, contract worker or applicant for employment on the basis of race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Contractor shall take affirmative action to ensure that during employment all employees and contract workers are treated without regard to race, color, religion, sex, sexual orientation, national origin, ancestry, disability, Vietnam-era veteran status, age, political belief or place of birth. Such action shall include but not be limited to employment, promotion, demotion, transfer, recruitment, recruitment advertising, layoff termination, rates of pay or other forms of compensation and selection for training including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Contractor complies with all applicable federal and Ohio non-discrimination laws.

Contractor, or any person claiming through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this contract, or in reference to any contractors or subcontractors of Contractor.

**XXX CHILD SUPPORT ENFORCEMENT**

Contractor agrees to cooperate with Purchaser, ODJFS and any other child support enforcement agency in ensuring that Contractor’s employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, Contractor certifies present and future compliance with any order for withholding support which is issued pursuant to the Ohio Revised Code.

**XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS**

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Purchasers’ Ohio Works First customers.

**XXXII DRUG-FREE WORKPLACE**

Contractor will comply with all applicable state and federal laws regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

**XXXIII COPELAND “ANTI-KICKBACK” ACT**

Contractor will comply with 18 U.S.C. 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

**XXXIV DAVIS-BACON ACT**

Contractor will comply with 40 U.S.C. 276a to 276a-7 as supplemented by Department of Labor regulations 29 CFR Part 5.

**XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Contractor will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

**XXXVI PUBLIC RECORDS**

This contract is a matter of public record under the laws of Ohio. Contractor agrees to make copies of this contract promptly available to the requesting party.

**XXXVII CLEAN AIR ACT**

Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Air Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

**XXXVIII ENERGY EFFICIENCY**

Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

**XXXIX COPYRIGHTS AND RIGHTS IN DATA**

Contractor shall comply with all applicable standards, orders or requirements issued under Title 17, U.S.C. (Pub. L. 94-553, Title I, Sec. 101, October 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, December 1, 1990, 104 Stat. 5133)

**XL PATENT RIGHTS**

Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and Executive Order 12591.

**XLI PROCUREMENT**

Contractor shall follow required procurement policies and laws as applicable and advised by the Purchaser.

**XL SIGNATURES**

Jeffery Felton /s/  
Jeffery L. Felton, Director  
Belmont County Department of Job and Family Services  
68145 Hammond Road  
St. Clairsville OH 43950  
(740)695-1075

6/28/2021  
Date

J. P. Dutton /s/  
J. P. Dutton  
Belmont County Commissioner

7/7/21  
Date

Jerry Echemann /s/  
Jerry Echemann  
Belmont County Commissioner

7-7-21  
Date

Josh Meyer /s/  
Josh Meyer  
Belmont County Commissioner

6-28-21  
Date

Howard Stewart, Jr. /s/  
Howard Stewart, Transit Director  
375 Fairbanks Street  
Zanesville OH 43701  
(740)454-8574

6-28-21  
Date

Approved as to form:  
David K. Liberati /s/ Assist. P. A.  
Dave Liberati  
Belmont County Prosecutor

6-29-21  
Date

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Meyer	Yes



Mr. Dutton                      Yes

**IN THE MATTER OF ENTERING INTO RENEWAL OF VENDOR AGREEMENT,  
ON BEHALF OF BCDJFS, FOR TITLE XIX (19)**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a renewal of a Vendor Agreement, on behalf of the Belmont County Department of Job and Family Services, for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2021 through June 30, 2022 as follows:

<u>VENDOR</u>	<u>MAXIMUM BILLABLE AMOUNT</u>
Zeake’s Sunoco & Carryout & Sun Shop Exxon & Carryout	\$10,000.00

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

This agreement to provide gasoline is made and entered into this 7<sup>th</sup> day of July 2021 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake’s Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2021 through June 30, 2022 inclusive, unless otherwise terminated.

**GENERAL REGULATIONS**

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department.
- G. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- H. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- I. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- J. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

**PAYMENT PROCEDURES**

The Department of Job and Family Services agrees to pay the Provider \$ actual cost per gallon Unit for Transportation.  
The maximum amount billable under this agreement is \$10,000.00  
The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.  
The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.  
The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.  
Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on the 7<sup>th</sup> day of July 2021.

<u>Jeffery Felton /s/</u> Jeffery Felton, Director BCDJFS Date: <u>6/28/2021</u> Belmont County Department of Job and Family Services 68145 Hammond Rd. St. Clairsville, Ohio 43950 (740) 695-1075 Signature <u>Jerry Echemann /s/</u> Signature <u>Josh Meyer /s/</u> Signature <u>J. P. Dutton /s/</u> Belmont County Commissioners Approved as to form <u>David K. Liberati /s/ Assist P.A.</u>	Signature: <u>Anthony T. Zeakes /s/</u> Printed Name: <u>Anthony T. Zeakes</u> Date: <u>6/15/2021</u>      Date <u>7-7-21</u> Date <u>7/7/21</u> Date <u>7/7/21</u>  Date <u>6-29-21</u>
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Prosecutor  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF LIQUOR LICENSE FOR CRACKER BARREL  
OLD COUNTRY STORE, INC, DBA CRACKER BARREL STORE 474**

Motion made by Mr. Echemann, seconded by Mr. Meyer to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for a new D5 liquor license, Permit No. 17937000030, for Cracker Barrel Old Country Store Inc, DBA Cracker Barrel Store 474, 67781 Mall Road., Richland Township, St. Clairsville, OH, 43950. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PROPOSAL FROM  
KALKREUTH ROOFING AND SHEET METAL/ANNEX III**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from Kalkreuth Roofing and Sheet Metal in the amount of \$2,995.00 to furnish labor and materials for necessary repairs on the roof at the Belmont County Annex III building.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM BUCKEYE  
MECHANICAL CONTRACTING, INC/HEALTH DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve proposal #21-191 from Buckeye Mechanical Contracting, Inc., in the amount of \$16,500.00 to furnish labor, material and equipment to repair pipe at the Belmont County Health Department.

Upon roll call the vote was as follows:

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

\*Motion was revised below.

**IN THE MATTER OF APPROVING QUOTE FROM ERB  
ELECTRIC COMPANY/AUDITOR'S 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 Auditor's office.

Upon roll call the vote was as follows:

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

**9:30 Public Hearing-Road Improvement 1182  
Re: Vacation of a portion of St. Mary Street. T-1537, Pultney Township**

Present: Andy Hadzima, Drafting Tech II/Engineer's Department. Mr. Hadzima reviewed maps of the area which is a small alley with a creek running through it. Present at the viewing was Commissioner Jerry Echemann, Pultney Township Trustees Frank Shaffer, John LaRoche and Mark Cervelli, Anne Marie Dimmick and Mr. Hadzima. An easement will be in place so the township can still use it. There is no opposition to the vacation.

**REPORT OF COUNTY ENGINEER  
OHIO REV. CODE, SEC. 5553.06  
ROAD IMP #1182**

**IN THE MATTER OF:  
THE VACATION OF A PORTION OF ST. MARY ST. T-1537  
PULTNEY TWP SEC.7, T-6, R-3/ RD IMP 1182**

**DATE: July 7, 2021**

To the Board of County Commissioners of Belmont County, Ohio:

The undersigned, in obedience to your order, dated **June 30, 2021**

Proceeded on **July 7, 2021** to make an accurate survey and plat of the Public Road proposed to be improved and respectfully submits the following report:

In the opinion of the undersigned the proposed improvement should be granted.

An accurate survey and plat, and an accurate and detailed description of each tract of land which the undersigned County Engineer believe will be necessary to be taken in the event the proposed improvement is made, together with the name of each owner, accompany this report and are made a part thereof.

An accurate and detailed description of the proposed improvement describing therein the centerline and right-of-way lines follow:  
"See Attached Plat"

Terry Lively /s/  
**Terry D. Lively, P.S., P.E.,**  
**COUNTY ENGINEER OF BELMONT CO, OH**

**IN THE MATTER OF THE VACATION OF  
A PORTION OF ST. MARY STREET-T-1537  
PULTNEY TWP. SEC. 7, T-6, R-3/RD IMP 1182**

Office of County Commissioners

Belmont County, Ohio

**RESOLUTION-GRANTING PROPOSED IMPROVEMENT  
ORDERING RECORD, ETC.**

***Rd. Imp. #1182***

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 7th day of July, 2021, in the office of the Commissioners with the following members present:

Mr. Echemann  
Mr. Meyer  
Mr. Dutton

Mr. Echemann moved the adoption of the following Resolution:

WHEREAS, This day this matter came on to be heard on the report, survey, plat, and detailed and accurate descriptions as filed by the County Engineer, and said report having been read in open session, the Board proceeded with the hearing of testimony bearing upon the necessity of the said improvement for the public convenience or welfare and offered either for or against going forward with the proposed improvement by interested persons; and

WHEREAS, Said Board has considered said report and all the testimony offered, and all the facts and conditions pertaining to said matter; therefore, be it

RESOLVED, That said Board of County Commissioners do find said improvement will serve the public convenience and welfare; and be it further

RESOLVED, That said improvement as set forth and defined in said report, survey, plat and detailed and accurate descriptions as filed by the County Engineer be and the same is hereby granted and said road is hereby ordered vacated.

RESOLVED, That the County Engineer be and he is hereby directed to cause and record the proceeding, including the survey and plat and accurate and detailed description of said proposed improvement, to be forthwith entered in the proper road records of said County; and be it further

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

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

Adopted the 7th day of July, 2021

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

RECESS

10:00 Belmont County Budget Hearing for FY2022

Present: Assistant Clerks Jaclynn Smolenak and Lisa Vannoy. Mr. Echemann said this is just the beginning of figuring out the budget for next year. It takes approximately \$22 million to run the county. He said, “We were very concerned when the pandemic struck. We thought there would be a lot of bad news. We thought there might be layoffs. We thought the sales tax would dip so low we’d have trouble making ends meet in Belmont County. None of that really happened. It wasn’t easy, but we came through it pretty well from a financial standpoint. Some of this had to do with the government intervention that took place.” Mr. Echemann noted Sheriff Lucas is asking for \$7 million for 2022. He said the Board of Commissioners will meet with department heads in the next few weeks to review their requests. Mr. Meyer said it is a little early to know the forecast for the future, but they have an idea of where they are going with the budget for 2022. He said with their approach to the budget in the past it allowed them to be in good shape. He thanked Ms. Smolenak and Ms. Vannoy for their hard work. Mr. Dutton said the county’s budget is one of the primary jobs of the board. He added he is proud of where they stand.

**IN THE MATTER OF APPROVING AND HEREBY SUBMIT THE  
BELMONT COUNTY BOARD OF COMMISSIONERS’ ANNUAL BUDGET  
FOR FISCAL YEAR COMMENCING JANUARY 1, 2022**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and hereby submit the Belmont County Board of Commissioners’ Annual Budget for the fiscal year commencing January 1, 2022 for consideration by the County Budget Commission.  
Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF BID OPENING FOR ENGINEER’S  
PROJECT 21-5 BEL-CR54-2.32/2.52 SLIDE REPAIR**

This being the day and 10:30 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 21-5 BEL CR 54-2.32/2.52 Slide Repair; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Alan Stone Co. 5519 Suite A State Route 339 Vincent, OH 45784	X	\$379,754.50

Ohio-West Virginia Excavating P.O. Box 128 Powhatan Point, OH 43942 Engineers Estimate: \$425,500.00	X	\$383,166.00
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Present: Terry Lively, County Engineer and Dan Boltz, Assistant Engineer.  
Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer’s **Project 21-5 BEL-CR54-2.32/2.52 (Pipe Creek Road) Slide Repair** to County Engineer Terry Lively for review and recommendation  
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 11:23 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 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 12:54 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to exit executive session at 12:54 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 no motions for the board to consider.

Mr. Echemann said there are two additional motions that have come before the board.

**IN THE MATTER OF AMENDING THE MOTION APPROVING  
PROPOSAL #21-191 FROM BUCKEYE MECHANICAL CONTRACTING, INC  
TO READ FOR BELMONT COUNTY JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to amend the motion approving proposal #21-191 from Buckeye Mechanical Contracting, Inc., in the amount of \$16,500.00, to furnish labor, material and equipment to repair pipe at the Belmont County Health Department to read instead for the **Belmont County Jail**.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE FROM  
EAST OHIO ASPHALT, LLC/HEALTH DEPARTMENT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the estimate from East Ohio Asphalt, LLC, in the amount of \$27,246.56, for sealing and striping of the top parking lot and paving of the bottom parking lot at the Belmont County Health Department  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING  
COMMISSIONERS MEETING AT 12:55 P.M.**

Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 12:55 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 14th day of July, 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