

St. Clairsville, Ohio

October 20, 2021

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

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. Dutton 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 \$5,728,454.23

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0055-A004-B02.010 Supplies	E-0055-A004-B18.000 Other Expenses	\$3,199.97
E-0131-A006-A02.002 Salaries-Admin	E-0131-A006-A03.002 Salaries-Jail	\$18,371.86

K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K30.013 Contract Projects	E-2813-K000-K40.074 Transfers Out	\$26,603.35

P05 WATER WORKS FUND/BCWSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	E-3702-P005-P31.000 Other Expenses	\$100,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S55.010 Supplies	\$500.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S57.000 Travel/St. Dev.	\$915.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

K00 M.V.G.T. FUND AND N49 OPWC/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9049-N049-N00.574 Transfers In	\$26,603.35

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Echemann, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the October 20, 2021, meeting:

A00 GENERAL FUND

E-0056-A006-E01.002	Salaries	\$10,500.00
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L01 SOIL CONSERVATION/BSWCD

E-1810-L001-L01.002	Salaries	\$10,527.00
E-1810-L001-L07.000	Service Fees	\$5,000.00
E-1810-L001-L08.000	PERS	\$5,000.00
E-1810-L001-L10.000	Travel & Expenses	\$5,000.00

N14 SSD CAPITAL IMPROVEMENTS/BCWSD

E-9014-N014-N05.055	Contract Projects	\$984,572.86
E-9014-N014-N06.000	Other Expenses	\$11,755.00
E-9014-N014-N12.000	USDA Sewer Projects	\$173,726.35

N22 WWS CAPITAL IMPROVEMENTS/BCWSD

E-9022-N022-N04.055	Contract Projects	\$34,827.40
E-9022-N022-N17.000	USDA Water Projects	\$5,275,509.50

N49 OPWC/ENGINEER

E-9049-N049-N00.055	Construction	\$26,603.35
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S17 CHILDREN SERVICES/BCDJFS

E-2765-S017-S31.000	Other Expenses	\$389,810.81
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$1,593.21
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W81 D.R.E.T.A.C./PROSECUTOR EXPENSES

E-1510-W081-P01.002	Salaries	\$33,000.00
E-1510-W081-P05.003	PERS	\$5,000.00
E-1510-W081-P06.004	Workers Comp	\$1,000.00
E-1510-W081-P07.006	Hospitalization	\$10,000.00
E-1510-W081-P08.005	Medicare	\$1,000.00

Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$209,908.22
E-9801-Y001-Y03.000	Township-Permissive Tax	\$71,384.22
E-9801-Y001-Y05.000	Pease Township	\$3,096.00
E-9801-Y001-Y06.000	Goshen Township	\$1,520.00
E-9801-Y001-Y07.000	Warren Township	\$2,652.33
E-9801-Y001-Y08.000	Pultney Township	\$3,356.00
E-9801-Y001-Y09.000	Flushing Township	\$712.00
E-9801-Y001-Y10.000	Colerain Township	\$1,341.00
E-9801-Y001-Y11.000	Kirkwood Township	\$139.50
E-9801-Y001-Y12.000	Mead Township	\$747.00
E-9801-Y001-Y13.000	Richland Township	\$3,021.00
E-9801-Y001-Y14.000	Smith Township	\$438.00
E-9801-Y001-Y15.000	Somerset Township	\$523.50
E-9801-Y001-Y16.000	Union Township	\$771.00
E-9801-Y001-Y17.000	Washington Township	\$265.50
E-9801-Y001-Y18.000	Wayne Township	\$172.50
E-9801-Y001-Y19.000	Wheeling Township	\$513.00
E-9801-Y001-Y20.000	York Township	\$301.50

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to execute payment of Then and Now Certification dated October 20, 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. Dutton	Yes
Mr. Meyer	Absent

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

Motion made by Mr. Echemann, seconded by Mr. Dutton granting permission for county employees to travel as follows:
SSOBC-Sue Hines and Maxine Jurovcik to Cambridge, OH, on November 4, 2021, for a senior outing to Dickens Victoria Village, Walmart and Theo’s Restaurant. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of October 13, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING JAMIE MCGARRY
AS FULL-TIME UTILITY WORKER/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Dutton to hire Jamie McGarry as full-time Utility Worker at the Belmont County Water & Sewer District, effective October 25, 2021.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MOVING
ALEXANDRIA REES FROM FULL-TIME ASSISTANT
DOG WARDEN TO PART-TIME KENNEL STAFF**

Motion made by Mr. Echemann, seconded by Mr. Dutton to move Alexandria Rees from full-time Assistant Dog Warden to part-time Kennel Staff at the Belmont County Animal Shelter, effective October 24, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROMOTION OF
DEANDRE CLARING FROM FULL-TIME KENNEL STAFF
TO FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Echemann, seconded by Mr. Dutton to promote DeAndre Claring from full-time Kennel Staff to full-time Assistant Dog Warden at the Belmont County Animal Shelter, effective October 24, 2021.

Upon roll call the vote was as follows:

Mr. Echemann	Yes
Mr. Dutton	Yes

G. The Commissioners further declare that they will award the contract for this project to the lowest and best bid, which may not necessarily be the lowest bid. The Specifications require Bidder’s Qualifications that are designed to gather certain information that may be considered in this regard. No single factor will control the Board’s decision to award, and the Board reserves the right to exercise its full discretion.

By order of: BELMONT COUNTY COMMISSION
Bids may be sent to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

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

Times Leader Advertisement: Two (2) Mondays, October 25 and November 1, 2021
Please send proof of publication to: Belmont County Commission
Belmont County Courthouse
101 W. Main St.
St. Clairsville, OH 43950

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE VOCA AND SVAA GRANT
AWARD AND ACCEPTANCE FORM/PROSECUTOR’S VICTIM ASSISTANCE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Jerry Echemann to sign the VOCA and SVAA Grant Award and Acceptance Form for the Belmont County Prosecutor’s Victim Assistance grant for the period of October 1, 2021 through September 30, 2022 as follows:

Award Number: 2022-VOCA-134716704: VOCA Award: \$31,226.00
Award Number: 2022-SVAA-134716719: SVAA Award: \$ 6,640.00

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDED STATE OF OHIO, STATE
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM-COMMUNITY
HOUSING IMPACT AND PRESERVATION PROGRAM GRANT AGREEMENTS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Jerry Echemann to sign the following amended State of Ohio, State Community Development Block Grant (CDBG) Program-Community Housing Impact and Preservation Program Grant Agreements, extending the completion date from December 31, 2021 to April 30, 2022:

- Grant No. B-C-18-1AG-1 in the amount of \$144,000.00
- Grant No. B-C-18-1AG-2 in the amount of \$394,100.00
- Grant No. S-C-18-1AG-1 in the amount of \$100,000.00

Note: Due to the COVID-19 pandemic supply chain issues a four-month extension has been given.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH
MASTERMIND SYSTEMS, INC/ENGINEER**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into contract with MasterMind Systems, Inc. in the not to exceed amount of \$8,400.00 to perform a “Speed Zone Study” on the following roads, based upon the recommendation of Terry Lively, Belmont County Engineer:

- CR 26 North, Bethesda Corp. limits to US 40
- CR 54 Pipe Creek Road, T-293 Kirkland Hill Road to SR 7
- CR 80 Pogue Road, T-268 Girl Scout Road to US 40
- CR 84 Oak View Road, CR 80 to US 40
- CR 100 McMillan Road, SR 147 for approximately 1 mile
- CR 214 High Ridge Road, I-70 to T-1427 Breezy Point Lane

Note: This project will be paid for with 90% Federal Safety funds and 10% MVGT funds.
BELMONT COUNTY AGREEMENT NO. 1

This Agreement No. 1 entered into this 20th day of October, 2021, by and between **Belmont County** acting by and through the **County Board of Commissioners**, hereinafter referred to as the **County** and **MasterMind, LLC**, hereinafter referred to as the Consultant, with an office located at **6530 Dublin Road, Delaware, Ohio 43015**.

WITNESSETH:
That the County and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

CLAUSE I - WORK DESCRIPTION
The Consultant agrees to perform all professional services as may be authorized by the County for the safety study in the Scope of Services and funded through the County Engineers Association of Ohio (CEAO) in **Belmont County, Ohio**, identified as **SZ CEAO Safety Studies FY2022**.

CLAUSE II - INVOICE & PROGRESS SCHEDULE
The County and the Consultant agree to a project completion date of October 17, 2022.
The Consultant agrees to submit the completed Invoice and Progress Schedule transmittal letter together with the updated Invoice and Progress Schedule for all billing purposes for all Parts of this Agreement no more than on a quarterly basis [every three (3) months]:
(a) Signed original transmittal letter and invoice (IPS) and two (2) copies of same.
(b) Two (2) copies of the updated Progress Schedule.

CLAUSE III - PRIME COMPENSATION
The County agrees to compensate the Consultant for the performance of the authorized portions of the Work specified in this Agreement. If the County authorizes the performance of other portions of the Work said authorization is subject to the availability of funds in accordance with Section 126.07 of the Ohio Revised Code.
CEAO CSTP Safety Study:
Unit of work compensation as authorized for each specific assignment. The total of the maximum prime compensations for all assignments authorized shall not exceed **Eight Thousand Four Hundred Dollars (\$8,400.00)**. All costs shall be included in the maximum prime compensation.

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the County, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2010 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2010 Edition."
- (b) The attached Scope of Services
- (c) The Invoice & Progress Schedule.
- (d) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V – OWNERSHIP AND COPYRIGHT OF DELIVERABLES

Provision I - Deliverables Ownership:

- A. Except as otherwise provided herein, the Consultant shall deliver, assign, transfer, and convey to the County rights, title, and interest to all survey data, survey reports, specifications, estimates, maps, charts, schedules, and documentation prepared or developed or created or discovered as a Deliverable for the benefit of the County under or in connection with a Consultant Agreement (the "Deliverables"). The Deliverables provided by the Consultant shall become the property of the County. The County, and any person, agency, or instrumentality providing financial assistance for the Services performed under the Agreement shall have an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. The County assumes all responsibility for any modifications they make to the Deliverables.
- B. In the event of any claim or suit against the County arising from any alleged patent or copyright infringement arising out of the performance of the services under this Agreement, or out of the use of any supplies furnished or work or Services performed under said Agreement, the Consultant shall furnish to the County upon request, all evidence and information in possession of the Consultant pertaining to such suit or claim. The Consultant agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or Services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services).
- C. The Consultant acknowledges and agrees that, subject to certain statutory exceptions, most documents and records maintained by, and for, the County are public records and are subject to disclosure under the Ohio Public Records Act. All documented evidence of the Services prepared by or for the Consultant under any Agreement with the County shall be produced at the County's request.

Provision II - Grant of License for Software:

- A. The Contractor's software ("Software") modules are commercial software and are provided with "restricted rights" and are protected under copyright laws in the United States and by international copyright treaty provisions. The County must treat the software products as any other copyrighted material with the exception that they may be installed on County computers.
- B. Each Software product, including all data programs or set of programs, or routines and subroutines, consisting of a series of instructions or statements in machine readable form, and including any documentation relating to or describing such Software, such as, but not limited to manuals, online documentation and user instructions, flow charts, database schemas and improvements or updates provided by Contractor (collectively "Software"), is furnished to the County under a personal, non-exclusive, nontransferable limited license solely for the County's own internal use on County computer systems.
- C. County agrees that this license does not permit sublicensing of the Software.
- D. County shall not, and shall not permit others to:
 - 1. Reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from the Software;
 - 2. Modify, translate, adapt, alter, or create derivative works from the Software;
 - 3. Copy, (other than back-up copies), distribute, publicly display, transmit, sell, rent, lease or otherwise exploit the Software; or
 - 4. Distribute, sublicense, rent, lease, loan (or grant any third-party access to or use of) the Software to any third party.The County may create archival (back-up) copies of the software for use only within the County.

Provision III – Software and Mobile "Video" Mapping data Title:

- A. Software Ownership of the Software, any portions thereof and any modifications, translations, or derivatives thereof, even if unauthorized, remains with Contractor as do all applicable rights in patents, copyrights and trade secrets and any other proprietary rights in the Software. Software provided hereunder is valuable, proprietary and unique, and County agrees to be bound by and observe the proprietary nature thereof as provided herein.
- B. Mobile "Video" Mapping data The Contractor retains copyright ownership and title of the mobile mapping imagery/photography/LiDAR data, and hereby grants the County "Unlimited," but non-exclusive rights to use and/or reproduce the mobile mapping imagery/photography/LiDAR data.

CLAUSE VI – EMPLOYMENT, AFFIRMATIVE ACTION AND MINORITY BUSINESS ENTERPRISE POLICY AND OBLIGATIONS

During the performance of this Agreement, the Consultant agrees to fulfill the requirements of the Department of Transportation's "Specifications for Consulting Services 2010 Edition" and further agrees:

- a. Compliance with Regulations: The Consultant will comply with the Acts and Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- b. Non-discrimination: The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations as set forth in paragraph (f), including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c. Solicitations of Subconsultants, including procurement of materials and equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential Subconsultant or supplier will be notified by the Consultant of the Consultant's obligations under this contract and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, disability, low-income status, or limited English proficiency.
- d. Information and Reports: The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Ohio Department of Transportation (hereinafter "ODOT") or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant will so certify to ODOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Consultant's noncompliance with the Non-discrimination provisions of this contract, ODOT will impose such contract sanctions as it or FHWA may determine to be appropriate, including, but not limited to:
 - 1. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
 - 2. Cancelling, terminating, or suspending a contract, in whole or in part. (f). Pertinent Non-

Discrimination Authorities: During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor," which includes consultants) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78stat. 252) (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21
 2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-Aid programs and projects)
 3. Federal-Aid Highway Act of 1973 (23 U.S.C. § 324 *et seq.*) (prohibits discrimination on the basis of sex)
 4. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability) and 49 CFR Part 27
 5. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*) (prohibits discrimination on the basis of age)
 6. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex)
 7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of Federal-Aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not)
 8. Titles II and III of the Americans with Disabilities Act (42 U.S.C. §§ 12131-12189), as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38 (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities)
 9. The Federal Aviation Administration’s Non-Discrimination Statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex)
 10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations)
 11. Executive Order 13166, Improving Access to Services for People with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100)
 12. Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), as amended (prohibits discrimination in the sale, rental, and financing of dwellings on the basis of race, color, religion, sex, national origin, disability, or familial status (presence of child under the age of 18 and pregnant women))
 13. Title IX of the Education Amendments Act of 1972, as amended (20 U.S.C. 1681 *et seq.*) (prohibits discrimination on the basis of sex in education programs or activities)
- (g). Incorporation of Provisions: The Consultant will include the provisions of paragraphs A through F in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as ODOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance.
- Provided, that if the Consultant becomes involved in, or is threatened with litigation by a Subconsultant, or supplier because of such direction, the Consultant may request ODOT to enter into any litigation to protect the interests of ODOT. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

CLAUSE VII – OHIO ETHICS LAW REQUIREMENTS

The Consultant agrees that it is currently in compliance with, and will continue to adhere to, the requirements of Ohio Ethics law as provided by Section 102.03 and 102.04 of the Ohio Revised Code.

CLAUSE VIII - GENERAL PROVISIONS

It is fully understood and agreed that the Consultant, their employees, agent(s), and subconsultant(s) are independent contractors and not agents, servants, or employees of the State of Ohio or the Ohio Department of Transportation. The Consultant declares that it is engaged as an independent business and has complied with all applicable federal, state, and local laws regarding business permits and licenses of any kind, including but not limited to any insurance coverage that is required in the normal course of business.

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

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure offunds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the **Belmont County Engineer and Board of County Commissioners.**

Mastermind, LLC
Nicholas Hickman /s/
Mr. Nicholas Hickman
President
Belmont County
Terry Lively /s/
Mr. Terry Lively P.E., P.S.
Belmont County Engineer
Belmont County
BOARD OF COUNTY COMMISSIONERS
Jerry Echemann /s/
Commissioner
J. P. Dutton /s/
Commissioner

Commissioner

APPROVED AS TO FORM:

By: *David K. Liberati* /s/

By: Davida K. Liberman /s/
Title: Assist. P. A.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO AGREEMENT FOR THE

**COMPREHENSIVE MANAGEMENT AND EMPLOYMENT PROGRAM (CCMEP)
WITH COMMUNITY ACTION COMMISSION OF BELMONT COUNTY**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into agreement for the Comprehensive Management and Employment Program (CCMEP) with Community Action Commission of Belmont County for Work Experience Program: effective October 20, 2021 through May 27, 2022.

Note: This agreement is subject to the availability of funding under the Workforce Innovation and Opportunity Act (WIOA) and/or CCMEP Temporary Assistance to Needy Families (TANF).

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING A RESOLUTION
AUTHORIZING THE BELMONT COUNTY GENERAL
HEALTH DISTRICT TO ACCEPT PAYMENTS BY
FINANCIAL TRANSACTION DEVICES**

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BELMONT COUNTY, OHIO AUTHORIZING THE BELMONT COUNTY GENERAL HEATH DISTRICT TO ACCEPT PAYMENTS BY FINANCIAL TRANSACTION DEVICES

The Board of County Commissioners of Belmont County, Ohio met this 20th day of October, 2021 in Regular Session with the following members present:

Jerry Echemann J. P. Dutton

Whereas, by Resolution adopted the 12th day Of August, 2009, This Board authorized various county offices to accept payments by Financial Transaction Devices, but the Belmont General Health District was not listed as one of the county offices so authorized; and

Whereas, This Board believes it to be in the best interest of the Belmont County General Health District to permit accept payments by Financial Transaction Devices;

NOW THEREFORE, be it RESOLVED,

THAT pursuant to ORC 301.28, the Belmont County General Health District is hereby authorized to accept payments by Financial Transaction Devices in the same manner as all other county offices, and as detailed in this Board’s Resolution dated August 12, 2009;

THAT, the Belmont General Health District shall coordinate with the Belmont County Treasurer to establish a separate checking account to make deposits and have fees charged to, with the net proceeds paid into the county treasury.

It was moved by Mr. Echemann and seconded by Mr. Dutton and the vote on motion resulted as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the proposal from Kalkreuth Roofing and Sheet Metal in the amount of \$3,550.00 to furnish labor and materials for necessary repairs on the roof over the Clerk of Courts office in the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE AMENDMENT TO THE SERVICE
AGREEMENT FROM JOHNSON CONTROLS/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve and sign the amendment to the service agreement from Johnson Controls in the amount of \$1,327.98 for the Backflow Test & Inspection and Wet Sprinkler Test and Inspection for the Belmont County Jail for the period of August 1, 2021 to July 31, 2022.

Note: The inspections are to be done quarterly instead of once a year.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING ESTIMATE
FROM WELLUE/CORONER’S OFFICE**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve the estimate from Wellue in the amount of \$3,240.00 for one (1) Eagleview Dual-head US scanner for the Belmont County Coroner’s office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT, ON BEHALF
OF BELMONT COUNTY SHERIFF, WITH THE VILLAGE OF BROOKSIDE**

Motion made by Mr. Echemann, seconded by Mr. Dutton to enter into an agreement, on behalf of the Belmont County Sheriff, with the Village of Brookside for the purpose of providing police services to said village for a period of one year from October 20, 2021 through October 19, 2022 for the sum of twelve thousand dollars (\$12,000.00) to be paid by the Village of Brookside to the Sheriff’s Department.

Note: The agreement will automatically be renewed under the same terms for an additional year unless either party gives a 60 day termination notice.

AGREEMENT

THIS AGREEMENT, made and entered into this 20th day of October, 2021, by and between the Village of Brookside, a municipal corporation organized and existing under the laws of the State of Ohio and David M. Lucas, Sheriff of Belmont County, Ohio pursuant to Section 311.29, Ohio Revised Code.

WITNESSETH:

SECTION 1. In consideration of the yearly sum of Twelve Thousand dollars and zero cents (\$12,000.00) to be paid by the Village of Brookside to the Belmont County Sheriff’s Office, the Sheriff agrees to perform any police functions, exercise any police power, or render any police service which the Village may perform, exercise or render, which shall consist of a deputy patrolling the Village of Brookside on a part-time basis, during which time the deputy shall be acting within the scope of his employment with the Belmont County Sheriff’s Office. The Belmont County Sheriff’s Office will commit to a minimum of 4 hours per month.

SECTION 2. The Sheriff will provide the necessary motor vehicle for said deputy, and the necessary equipment and supplies to be used by said deputy in the performance of this contract. The Sheriff will be responsible for all gasoline expenses, repairs and maintenance charges incurred with respect to said motor vehicle.

SECTION 3. The deputy assigned by the Sheriff to the Village on the part-time basis set forth above will be covered by Workers’ Compensation insurance maintained by the Belmont County Sheriff’s Office. The deputy assigned to the Village of Brookside by the Sheriff shall be acceptable to the Village.

SECTION 4. The Sheriff will further maintain public liability insurance coverage on the deputy assigned to the Village during the term of the contract.

SECTION 5. The contract shall be for a term of one (1) year, from October 20, 2021 until October 19, 2022 and will be automatically renewed under the same terms for additional one (1) year terms unless and until either party gives the other sixty (60) day notice of termination before the annual renewal period.

IN CONSIDERATION THEREOF, the parties have hereunto set their hands to duplicates hereof the day and year first above written.

APPROVED:

THE VILLAGE OF BROOKSIDE, OHIO

Mayor

Clerk-Treasurer

APPROVED AS TO FORM:

Solicitor, Village of Brookside

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/

Jerry Echemann, President

Josh Meyer, Vice President

J. P. Dutton /s/

J. P. Dutton

David M. Lucas /s/

David M. Lucas

Belmont County Sheriff

Cindi L. Henry/lap /s/

Cindi Henry

Belmont County Auditor

APPROVED AS TO FORM:

David K. Liberati /s/

David K. Liberati, Belmont County

Assistant Prosecuting Attorney

Upon roll call the vote was as follows:

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

Discussion-Village of Brookside agreement-Sheriff Lucas said Brookside’s mayor and council contacted him about the police protection agreement. The agreement Brookside had with Bridgeport Police Department did not work out. The Belmont County Sheriff’s Department will be paid \$12,000 per year for the service. Mr. Echemann said, “It was basically a cost, I don’t think Brookside felt they could afford to use Bridgeport anymore. The Sheriff probably has more people on the road at a given night than a lot of the small towns are going to have.” Mr. Dutton said they’ll patrol the areas and they’ll do some radar. Mr. Echemann noted the Sheriff’s Department has similar arrangements with other communities in the county. Richard Hord inquired if other villages pay the same. Sheriff Lucas said the cost varies if there is a levy or what they can afford. He added he goes to the council meetings and gives a report on what they have done. It is a small financial benefit to the department and the funds goes toward buying equipment.

OPEN PUBLIC FORUM-Richard Hord, Martins Ferry, inquired about the WVU Medicine partnership with Senior Services and if East Ohio Regional Hospital and Barnesville Hospital was considered. Mr. Echemann said there is nothing exclusive about the partnership. They are trying to make a change in the senior centers to have more practical things in the centers such as health screenings. Mr. Dutton said the partnership is not an agreement and no county or levy dollars are going toward this. He added Senior Services works with a ton of local partners which will continue. During the pandemic it would have been easy to sit and wait things out and not make any type of adjustments, but they have made a lot of adjustments. Mr. Dutton said the biggest things they do are provide the meals and medical transportations and they are just trying to provide additional services.

RECESS

**IN THE MATTER OF ENTERING
EXECUTIVE SESSION AT 9:53 A.M.**

Motion made by Mr. Echemann, seconded by Mr. Dutton 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 and ORC 121.22(G)(4) Collective Bargaining.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
EXECUTIVE SESSION AT 10:36 A.M.**

Motion made by Mr. Echemann seconded by Mr. Dutton to exit executive session at 10:36 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are three motions for the board to consider.

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
FRANCES ANDREWS, FULL-TIME LPN/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Dutton to accept the resignation of Frances Andrews, full-time LPN at the Belmont County Jail, effective October 19, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING UNPAID FAMILY MEDICAL LEAVE
FOR TAYLOR MCKIM DEPUTY CLERK/EASTERN DIVISIONAL COURT**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve Taylor McKim, Deputy Clerk at the Belmont County Eastern Divisional Court, to start authorized unpaid Family Medical Leave, effective October 22, 2021 through October 26, 2021.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PAID PARENTAL LEAVE FOR
TAYLOR MCKIM, DEPUTY CLERK/EASTERN DIVISIONAL COURT**

Motion made by Mr. Echemann, seconded by Mr. Dutton to approve Paid Parental Leave for Taylor McKim, Deputy Clerk at the Belmont County Eastern Divisional Court, effective October 27, 2021 and ending on November 23, 2021.

Upon roll call the vote was as follows:

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

RECESS

BUDGET HEARING-Present: Jaclynn Smolenak, Accounts Receivable/Accounts Payable

PUBLIC DEFENDER-Present: Frank Pierce and Lisa West

Mr. Pierce said everything is the same from the August meeting with the Commissioners except a full-time attorney decided to take the county’s insurance which cost approximately \$20,000 per year. No staff or office changes are expected for 2022.

RECESS

Reconvened at 12:36 p.m. with Commissioners Echemann and Dutton present.

Mr. Echemann said there is one additional motion for the board to consider.

**IN THE MATTER OF ACCEPTING THE PROJECT MODIFICATION REQUEST
WITH WALLACEPANCHER GROUP/COURTHOUSE PLAZA PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Dutton to accept the project modification request with WallacePancher Group in the amount of \$16,400.00 for design services for the Belmont County Courthouse Plaza project.



WallacePancher Group
Project Modification Request

Client:	<u>Belmont County Commissioners</u>	Modification #:	<u>1</u>
	<u>100 W. Main Street</u>		
	<u>St. Clairsville, OH 43950</u>	Prepared by:	<u>Gabe Hays</u>
Attn:	<u>Commissioners</u>	Date:	<u>9/1/2021</u>
Project:	<u>Belmont County Courthouse Plaza</u>		
Project #:	<u>21156</u>	Client Purchase Order #	<u>NA</u>

Description of additional work:

Prepare a sketch plan to expand the Plaza design to include:

1. Proper accessibility for ADA parking, the courthouse annex, and the Belmont County Museum
2. Additional green space, bike parking, bike rental station, electric charging station, etc.
3. Sidewalk and accessible cross walk connectivity to parking lot and county office on Newell Avenue
4. Urban kiosk with bike trail map, seating, trail maps, and changing stations
5. Prepare an estimate of probable construction costs for TAP Grant
6. One meeting with commissioners assumed

Our billing method and other terms and conditions remain per our original agreement.

Original Contract Amount:	\$9,700.00
Previous Contract Modifications:	
Total Amount of this Modification:	<u>\$6,700.00</u>
New Contract Total:	\$16,400.00

Client Approval X DPDQ

Approval Signature: X Jerry Echemann Date 10.20.21

Title: Commissioner

WallacePancher Group

Authorized Signature: _____ Date _____

Title: Principal

10-20-21
Emailed to Gabe Hays

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:47 P.M.
Motion made by Mr. Echemann, seconded by Mr. Dutton to adjourn the meeting at 12:47 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 27th day of October, 2021.

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