

St. Clairsville, Ohio

June 8, 2022

The Board of Commissioners of Belmont County, Ohio, met this day in regular session. Present: Josh Meyer, J. P. Dutton and Jerry Echemann, 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. Meyer, 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 \$1,458,574.40

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

M60 CARE AND CUSTODY/JUVENILE COURT

FROM	TO	AMOUNT
E-0400-M060-M29.008 Insurances C-CAP	E-0400-M060-M25.002 Salaries C-CAP	\$3,029.00
E-0400-M060-M80.002 Salaries Diversion	E-0400-M060-M25.002 Salaries C-CAP	\$2,277.34

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S54.000 Food	\$4,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S55.010 Supplies	\$12,000.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S63.000 General	\$1,200.00
E-8010-S030-S67.004 Workers Comp	E-8010-S030-S64.012 Equipment	\$2,700.00

S33 DISTRICT DETENTION HOME/SARGUS

FROM	TO	AMOUNT
E-0910-S033-S44.003 PERS	E-0910-S033-S33.002 Salaries	\$25,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, 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 meeting date of: June 08, 2022:

A00 GENERAL FUND

E-0051-A001-A51.000	Oil & Gas Commrs	\$106,126.55
E-0057-A006-F06.011	Veterinary Services	\$48.01
E-0057-A006-F08.000	Other Expenses	\$898.01
E-0151-A002-F09.000	Other Expenses	\$1,586.90

E10 911 FUND

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

E-2301-E011-E01.011	Contract Services	\$11,321.26
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N03 FEMA PROJECTS/ENGINEER

E-9003-N003-N04.055	Contract-Services-Construction	\$476,000.00
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N14 SSD CAPITAL IMPROVEMENTS/BCSSD

E-9014-N014-N12.000	USDA Sewer Projects	\$385,318.20
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Y41 INDIGENT APPLICATION FEES

E-9841-Y041-Y01.000	Remit to State	\$375.00
E-9841-Y041-Y02.000	Remit to County	\$1,500.00

Y42 RECOUPMENT FEES INDIGENT

E-9842-Y042-Y01.000	Remit to State	\$250.00
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Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFER OF FUNDS FOR MUTUAL OF OMAHA LIFE

INSURANCE CHARGEBACKS FOR THE SECOND QUARTER PERIOD:

APRIL, MAY AND JUNE 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for the Mutual of Omaha Life Insurance Chargebacks for the Second Quarter (April, May and June 2022)

Transfer From		Transfer To	Amount
E-0256-A014-A09.006	TOTAL GENERAL FUND	R-9891-Y091-Y05.500	1,930.63
E-0170-A006-G10.000	PUBLIC DEFENDER	R-9891-Y091-Y05.500	40.53
E-0181-A003-A11.000	BD. OF ELECTIONS	R-9891-Y091-Y05.500	49.56
E-1510-W081-P04.000	PROSECUTOR DRETAC	R-9891-Y091-Y05.500	4.53
E-1600-B000-B13.006	DOG & KENNEL	R-9891-Y091-Y05.500	49.50
E-0910-S033-S47.006	D.D.HOME	R-9891-Y091-Y05.500	157.56

E-5005-S070-S22.006	SENIOR PROGRAM	R-9891-Y091-Y05.500	325.44
E-1571-S087-S03.006	EASTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1561-S086-S03.006	NORTHERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1551-S088-S03.006	WESTERN COURT SPECIAL	R-9891-Y091-Y05.500	6.75
E-1310-J000-J06.000	REAL ESTATE ASSESS	R-9891-Y091-Y05.500	37.14
E-2811-K200-K10.006	ENGINEER K-1 & K-2	R-9891-Y091-Y05.500	13.50
E-2812-K000-K20.006	ENGINEER K-11	R-9891-Y091-Y05.500	162.06
E-2813-K000-K39.006	ENGINEER K-25	R-9891-Y091-Y05.500	47.25
E-3702-P005-P31.000	WATER/SEWER WWS #3	R-9891-Y091-Y05.500	233.13
E-3705-P053-P15.000	WATER/SEWER SSD #2	R-9891-Y091-Y05.500	48.15
E-1810-L001-L14.000	SOIL CONSERVATION	R-9891-Y091-Y05.500	20.25
E-1815-L005-L15.006	SOIL CONSERVATION-Watershed	R-9891-Y091-Y05.500	6.75
E-6010-S079-S07.006	CLERK OF COURTS/TITLE	R-9891-Y091-Y05.500	51.75
E-8010-S030-S68.006	OAKVIEW JUVENILE	R-9891-Y091-Y05.500	114.75
E-2510-H000-H16.006	DJFS	R-9891-Y091-Y05.500	574.59
E-2760-H010-H12.006	CHILD SUPPORT	R-9891-Y091-Y05.500	75.42
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y05.500	20.69
E-2211-F069-F04.000	TRAILER PARKS	R-9891-Y091-Y05.500	1.02
E-2227-F074-F06.000	SEWAGE	R-9891-Y091-Y05.500	11.49
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y05.500	7.66
E-2215-F077-F01.002	REPRODUCTIVE HLTH&WELLNESS	R-9891-Y091-Y05.500	11.35
E-2229-F081-F01.001	PHER	R-9891-Y091-Y05.500	17.43
E-2231-F083-F01.002	PHEP	R-9891-Y091-Y05.500	6.09
E-2232-F084-F02.008	NURSING PROGRAM	R-9891-Y091-Y05.500	5.73
E-2233-F085-F01.002	CHILD FAMILY HEALTH SERVICES PROG.	R-9891-Y091-Y05.500	9.00
E-2236-F088-F01.002	GET VACCINATED	R-9891-Y091-Y05.500	1.86
E-2237-F089-F01.002	INTEGRATED NALOXONE	R-9891-Y091-Y05.500	1.85
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y05.500	17.88
E-2219-N050-N05.000	WATER	R-9891-Y091-Y05.500	1.02
E-2220-P070-P01.002	POOLS	R-9891-Y091-Y05.500	0.57
E-4110-T075-T52.008	W.I.C. PROGRAM	R-9891-Y091-Y05.500	20.25
E-2310-S049-S63.000	MENTAL HEALTH	R-9891-Y091-Y05.500	27.00
E-1520-S077-S04.006	COMMUNITY GRANT	R-9891-Y091-Y05.500	6.75
E-0400-M060-M29.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M067-M05.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	13.50
E-0400-M078-M02.008	JUVENILE COURT GRT	R-9891-Y091-Y05.500	6.75
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y05.500	11.28
E-1518-S075-S03.002	MHAS SUBSIDY GRANT	R-9891-Y091-Y05.500	6.75
	Total amount this transfer		4,182.16

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to request the Belmont County Budget Commission certify the following monies.

GENERAL FUND/ANIMAL SHELTER-\$48.01 deposited into R-0057-A006-A02.500 balance available as of 05/31/2022 (*Specified donations paid in on May 4, 2022*). **\$898.01** deposited into R-0057-A006-A03.500 balance available as of 05/31/2022 (*Adoption fees paid in on various dates in May 2022*).

OIL & GAS RECEIPTS APRIL & MAY/GENERAL FUND-\$106,126.55 deposited into R-0050-A000-A02.500 on dates below-

04/25/2022	\$3,789.03
04/25/2022	\$536.36
04/25/2022	\$12,935.00
04/27/2022	\$5,859.27
04/27/2022	\$436.09

05/02/2022	\$2,447.88
05/02/2022	\$101.33
05/03/2022	\$367.87
05/03/2022	\$220.77
05/04/2022	\$668.90
05/04/2022	\$1,588.05
05/04/2022	\$52,675.00
05/04/2022	\$2,770.12
05/04/2022	\$193.05
05/04/2022	\$661.50
05/05/2022	\$353.58
05/05/2022	\$849.13
05/05/2022	\$168.81
05/23/2022	\$8,857.82
05/23/2022	\$344.18
05/26/2022	\$4,311.91
05/26/2022	\$5,435.75
05/27/2022	\$456.02
05/27/2022	\$99.13

TOTAL \$106,126.55

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to execute payment of Then and Now Certification dated June 8, 2022, 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. Meyer	Yes
Mr. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Dutton granting permission for county employees to travel as follows:

COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION-D. J. Watson and Steve Kovaly to transport a youth to Indian River Correction Facility on June 8, 2022.

HR-Katie Bayness to Plain City, OH, on July 8, 2022, to attend the Summer CLCCA meeting. A county car will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the minutes of the Belmont County Board of Commissioners regular meeting of June 1, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADOPTING THE AMENDED RESOLUTION APPROVING THE ONEOHIO REGION 11 GOVERNANCE STRUCTURE

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the amended resolution approving the OneOhio Region 11 Governance Structure Under the OneOhio Memorandum of Understanding.

[Amended] Resolution Approving the OneOhio Region 11 Governance Structure Under The OneOhio Memorandum of Understanding

It was moved by Mr. Meyer and seconded by Mr. Dutton that the following Resolution be adopted:

WHEREAS, Board of Belmont County Commissioners (“Jurisdiction”), is a Local Government in Belmont County, Ohio that has adopted and approved The OneOhio Memorandum of Understanding (“The Memorandum”), which establishes a mechanism to disburse settlement proceeds from opioid litigation (“Opioid Funds”) into Ohio’s communities to help abate the opioid crisis, including allocation of Opioid Funds to Regions through a statewide Foundation Board; and

WHEREAS, this Jurisdiction is in **Region 11** under The Memorandum, which is comprised of Belmont, Carroll, Columbiana, Harrison, Holmes, Jefferson, and Tuscarawas counties; and

WHEREAS, pursuant to The Memorandum, Section D.2: “Each Region shall create their own governance structure so it ensures all Local Governments have input and equitable representation regarding regional decisions including representation on the board and selection of projects to be funded from the region’s Regional Share...Regions shall have the responsibility to make submissions regarding the allocation of funds to projects that will equitably serve the needs of the entire Region”; and

WHEREAS, it is found that the Region 11 governance structure outlined below ensures that all Local Governments in the Region have input and equitable representation regarding regional decisions under The Memorandum; and

WHEREAS, the formation of the Region 11 governance structure is of immediate importance to the communities in Region 11, so that imminent Settlement Proceeds committed to the State of Ohio to be distributed per The Memorandum can be disbursed to help abate the Opioid crisis.

NOW THEREFORE, BE IT RESOLVED, by this Jurisdiction that:

Section 1. This Jurisdiction hereby approves the Region 11 governance structure under The OneOhio Memorandum of Understanding (“The Memorandum”) as follows:

The OneOhio Region 11 governance structure will initially be comprised of a 21-member founding Board of Directors, consisting of one member from each of the following classes in each county in Region 11:

- One member appointed by the Board of County Commissioners;
- One member appointed by the municipality with the greatest population based on the most recent decennial census;
- The president of the county township association or his or her designee;

and such other members as are unanimously approved by the Region 11 Board members from time-to-time.

The OneOhio Region 11 Board will determine matters consistent with The Memorandum, Section D, such as:

1. adopting or amending Region 11 bylaws, regulations, rules and policies;
2. selecting Region 11's member on the OneOhio Recovery Foundation, Inc. Board ("Foundation Board") under Section D.4. of The Memorandum;
3. electing OneOhio Region 11 Board officers;
4. evaluating and making submissions regarding the allocation of Regional funds throughout the Region;
5. engaging experts, counsel, consultants and vendors as appropriate for these purposes; and
6. taking other actions consistent with Section D.2 of The Memorandum.

This Resolution supersedes all prior Resolutions of this Jurisdiction pertaining to formation of the Region 11 governance structure.

Section 2. It is found and determined that all formal actions of this legislative body relating to the adoption of this Resolution were adopted in an open meeting, and that all deliberations that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements.

Section 3. This Resolution is hereby declared to be an emergency measure, necessary for the preservation of the public peace, health, welfare and safety. The reason for the emergency is to ensure prompt pursuit of funds to assist in abating the opioid epidemic throughout Ohio.

Upon roll call the vote was as follows:

Mr. Meyer	<u>Yes</u>
Mr. Dutton	<u>Yes</u>
Mr. Echemann	<u>Yes</u>

Passed: June 8, 2022

Board of County Commissioners of Belmont County, Ohio

Jerry Echemann /s/

Josh Meyer

J. P. Dutton /s/

J. P. Dutton

Josh Meyer /s/

Jerry Echemann

IN THE MATTER OF APPROVING THE CERTIFICATE OF SUBSTANTIAL COMPLETION FOR OHIO WEST VIRGINIA EXCAVATING FOR THE SUMMERHILL PUMP STATION REPLACEMENT PROJECT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Certificate of Substantial Completion for Ohio West Virginia Excavating for the Summerhill Pump Station Replacement Project, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.

Date of Substantial Completion: April 12, 2022.

Upon roll call the vote was as follows:

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

Mr. Meyer said this is the first of the Water and Sewer District projects through USDA funding to be completed.

IN THE MATTER OF ENTERING INTO CONTRACT WITH THE MENTAL HEALTH RECOVERY BOARD AND BELMONT COUNTY COMMISSIONERS/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into contract between the Mental Health Recovery Board and the Belmont County Commissioners, to support the delivery of mental health and substance abuse services to inmates of the Belmont County Jail, effective July 1, 2022 to June 30, 2023.

Note: The Mental Health Board will compensate the county up to \$45,000.00 for services.

This Contract is entered into between the Mental Health and Recovery Board, Belmont, Harrison, and Monroe Counties, 99 North Sugar Street, St. Clairsville, Ohio herein referred to as "**BOARD**" and the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio, herein referred to as "**COMMUNITY PARTNER**".

I. Purpose:

The purpose of this contract is to support the delivery of mental health and substance abuse services to inmates of the Belmont County Jail and establish the control of those services internally with the Community Partner. Additionally, the purpose is to continue the linkage of inmates to community providers and resources outside the jail, upon release.

The outcomes for these funds are:

1. Increase access time for inmates to receive behavioral health services on-site.
2. Enhanced linkages made upon release for inmates to community-based providers.
3. Enhance on-site crisis intervention with inmates.

II. Duties of the COMMUNITY PARTNER:

The Community Partner will purchase:

1. Mental health and substance abuse counseling services from an Ohio licensed independent counselor (LPCC) or licensed independent social worker (LISW).
2. Complete a quarterly report due on October 15, 2022, January 15, 2023, April 15, 2023, and July 15, 2023. (See attached report)
3. The COMMUNITY PARTNER will submit quarterly invoices of expenses to the BOARD.

III. Independent Contractor:

In performing the services herein specified, BOARD agrees that neither the COMMUNITY PARTNER nor any of the employees of the COMMUNITY PARTNER are employees of the BOARD. Nothing contained in the Contract shall be construed to create a partnership or a joint venture between BOARD and COMMUNITY PARTNER, or to authorize either BOARD or COMMUNITY PARTNER to act as a general or special agent of the other party in any respect, except as specifically set forth in this Contract.

IV. Duties of the BOARD:

1. The BOARD shall compensate the COMMUNITY PARTNER up to \$45,000.00 for activities/services under this agreement including but not limited to:
 - Direct Service Personnel Salary
 - Direct Service Personnel Fringes
 - Insurance

- Travel
- Continuing Education
- Office Supplies
- Equipment

2. This contract will be in effect from July 1, 2022, to June 30, 2023.
3. The BOARD shall advance the COMMUNITY PARTNER one third of the total contract on October 1st and an additional one third on January 1st and will reconcile the year-to-date expenses to revenue to determine the amount of the remaining 4th quarter installment.
4. By the eighth day of the month following the end of the quarter, the COMMUNITY PARTNER will submit a detailed invoice of all actual expenses for the preceding quarter to Wendy McKivitz, Fiscal Officer, wendym@bhmboard.org
5. The BOARD'S fiscal officer will reconcile submitted quarterly invoice and detailed expense report with projected budget expenses.
6. A third quarter reconciliation FY 2023 will be completed to determine if a fourth quarter payment is supported.

V. Termination

1. Either party may terminate this Contract if all the conditions in this Section are met.
2. The party seeking to terminate the Contract shall give not less than sixty (60) days prior notice in writing. Such notice shall be served by certified mail, and return receipt requested.

VI. Amendment and Modification

The parties may amend or modify this Contract at any time provided that such amendments or modifications are in writing, approved by both parties, signed by both parties, and attached to this Contract.

VII. Severability

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to Article 5 of this Contract.

VII. Notice

Any notice required to be given in this Contract shall be deemed to have been properly served if the notice is in writing and delivered by certified mail, and return receipt requested.

IX. Entire Contract

It is acknowledged by the parties hereto that this Contract supersedes any and all previous written or oral Contracts between the parties concerning the subject matter of this Contract.

X. Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio.

THE MENTAL HEALTH AND RECOVERY BOARD BELMONT, HARRISON, AND MONROE COUNTIES

<u>Lisa J. Ward /s/</u>	Date	<u>5-17-2022</u>
Lisa J. Ward, Executive Director		
<u>MaryEllen Gust /s/</u>	Date	<u>5/17/22</u>
MaryEllen Gust, Chairperson		
BELMOUNT COUNTY COMMISSIONERS		
<u>Josh Meyer /s/</u>	Date	<u>6/8/22</u>
Josh Meyer, President		
<u>J. P. Dutton /s/</u>	Date	<u>6/8/22</u>
J.P. Dutton, Vice-President		
<u>Jerry Echemann /s/</u>	Date	<u>6/8/22</u>
Jerry Echemann		

APPROVED AS TO FORM

David K. Liberati /s/ Assist PA
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

Mr. Meyer said this is an extension of services that have started in conjunction with the Mental Health Board. There is a licensed social worker that accesses inmates' mental health needs as they come into the jail and refers them to the correct outlet for treatment if necessary. Mr. Meyer added they hope to extend some additional services at the jail.

IN THE MATTER OF AMENDING MOTION OF JUNE 1, 2022 FOR PURCHASE OF VEHICLE FOR SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion approved on June 1, 2022 approving the purchase of one (1) 2022 Chevrolet Equinox from Whiteside Chevrolet at the cost of \$29,905.00 and one (1) 2022 Jeep Compass from Dunning Motor Sales, Inc., at the cost of \$30,365.00 to only approve the purchase of one (1) 2022 Jeep Compass from Dunning Motor Sales, Inc., at the cost of \$30,365.00, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: The vehicle from Whiteside Chevrolet is not available. Supply issues have caused their shipment to be redirected elsewhere.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION OF MAY 25, 2022, APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR PAMELA JACKSON/BELOMAR

Motion made by Mr. Meyer, seconded by Mr. Dutton to rescind the motion of May 25, 2022 to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Pamela Jackson for a mortgage deed dated June 11, 2020, as recorded in Volume 0878 pages 3925-3927 in the Belmont County Recorder's Office based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

Note: All three of the Board of Commissioner's signatures are required, Commissioner Echemann was not in attendance at the May 25th meeting.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR PAMELA JACKSON/BELOMAR

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Pamela Jackson for a mortgage deed dated June 11, 2020, as recorded in Volume 0878 pages 3925-3927 in the Belmont County Recorder’s Office based upon the recommendation of Natalie Hamilton, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated June 11, 2020 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0878 at pages 3925-3927 and executed by Pamela Jackson to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

6-8-22
Date

Belmont County Commissioners:

By: Josh Meyer /s/
Josh Meyer, President
J. P. Dutton /s/
J. P. Dutton
Jerry Echemann /s/
Jerry Echemann

Upon roll call the vote was as follows:

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

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. Meyer, 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: Summer Employment effective June 8, 2022 through August 19, 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. Meyer Yes
Mr. Dutton Yes
Mr. Echemann Yes

IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING FOR LOCAL AREA 16 WORKFORCE DEVELOPMENT SYSTEM (SFY) 2022

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the Memorandum of Understanding (MOU) for Local Area 16 Workforce Development System (SFY) 2022, effective July 1, 2022 until June 30, 2023.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE OF SERVICES CONTRACT BETWEEN JOB AND FAMILY SERVICES AND OUTREACH, INC.

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Purchase of Performance of Services contract between the Belmont County Department of Job and Family Services and Outreach, Inc., in a not to exceed amount of \$174,000.00, effective June 8, 2022 through June 30, 2022, for the purchase of material and supplies needed for the School Backpack Food Program, retroactive to the beginning of this past academic year from September 2021 through May 2022.

Note: This contract will be funded with TANF dollars, specifically the COVID PRC Allocation that must be spent by June 30, 2022.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
The School Backpack Food Program**

Whereas, this contract, entered into on this **8th day of June, 2022**, by and between the Belmont County Department of Job and Family Services, hereinafter “**Purchaser**”, and Outreach, Inc. hereinafter “**Contractor**”, is for the purchase of the performance of the following services: Purchase of material and supplies needed to supply meal materials to needy children through The School Backpack Food Program and the rules and regulations promulgated thereunder, the policies of the Belmont County Department of Job and Family Services and the standards and requirements stated in this agreement.

I PURPOSE

The purpose of this contract is to assist in the funding for the materials and supplies to operate The School Backpack Food Program in Belmont County Schools. The School Backpack Food Program provides ingredients to needy students in Belmont County to provide easy to prepare meals for after school and weekends. The students served are in the Barnesville, Bellaire, St. Clairsville and Union Local School Districts.

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: Outreach, Inc.
301 Center
PO Box 361
Union IA 50258

III CONTRACT PERIOD

This contract and its terms will become effective on **June 8, 2022**. No services shall be provided pursuant to this contract prior to its execution by all parties. Services shall be retroactive to September 1, 2022. The termination date of this contract is **June 30, 2022**.

IV DEFINITIONS

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

Allowable Costs

Those costs that are necessary, reasonable, allocable and allowable under applicable federal, state and local law for the proper administration and performance of services to customers.

Participants

A participant is a child or children who meet the eligibility requirements of the Temporary Assistance to Needy Families (TANF) program as defined in the Ohio Revised Code Chapter 2000 (5101:1-1:01 through 5101:1-24-30). Any child participant in the Supplemental Nutrition Assistance Program (SNAP) will be eligible for reimbursement assistance to The Backpack Food Program.

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 the Purchaser’s discretion 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.

V SCOPE OF WORK

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

A. Contractor’s Responsibilities

1. The Contractor will provide:
 - a. List of participating students and a signed agreed upon statement allowing BCDJFS to determine eligibility for program.
 - b. Provide timely information, upon Purchaser’s request, on program data and information that may be needed to evaluate contract.
2. The Contractor agrees that all records, documents and client records processed by the provider under this contract are confidential and shall be handled per applicable guidelines.
3. The Contractor agrees that she will not use any information or records created under this contract for any purpose other than to fulfill the contractual duties specified within this contract.
4. The Contractor shall meet all service requirements of this contract.
5. The Contractor’s failure to perform services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and 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.
6. The Contractor shall comply with all 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 this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and 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 as stated herein.

B. Purchaser’s/Consortium’s Responsibilities

1. The Purchaser will determine eligibility based on SNAP and TANF eligibility requirements and issue reimbursement at specified rate per school district. The purposed of the contract will meet TANF Purpose One to Provide Assistance to Needy Families so that children may be cared for in their own home.
2. The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
3. The Purchaser will monitor the Contractor’s activities pursuant to this contract to ensure they are compliant with service requirements, performance standards and reporting and monitoring as included in this contract.

C. Performance Standards

To reach the outcome and purpose stated herein, the performance of services under this contract must meet the following standards:
The Contractor will provide a list of participating students along with a signed parental/caretaker consent form to determine eligibility for The School Backpack Food Program. The Purchaser will verify and determine eligibility based on the information provided by the Contractor and issue payment on or before June 30, 2022

D. Performance Reporting

1. The Contractor will invoice the Purchaser for the total cost of the budgeted items on or before June 15, 2022.
2. The Purchaser agrees to compensate the Contractor per the rates established in the budget.
3. The invoice shall include the agreed upon billable activities as detailed in the budget and the Contractor’s name and address to remit payment.
4. Upon mutual agreement between the Purchaser and the Contractor, the Contractor may submit fiscal and performance reports that are a different layout than those shown in this agreement as long as the correct and required information is provided. 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 modification at the Purchaser’s discretion.

E. Evaluation and Monitoring

The Purchaser will periodically evaluate the Contractor’s performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both on and off-site activities including file inspections, program observation and participant and trainer interviews and focus groups. The Purchaser will provide the Contractor with notice prior to any evaluation or monitoring activity. 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 repayment.

VI AVAILABILITY OF FUNDS

Payments for the performance of services provided pursuant to this agreement are contingent upon the continued availability of COVID PRC and/or TANF funds (CFDA 93.558). In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed **\$174,000.00**.

All financial obligations of the Purchaser under this contract are subject to federal and Ohio funding levels consistent with the fiscal year and are contingent upon available funding.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. The failure to submit this information on time may be a breach of this contract. The 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, the 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:

ACTIVITY	TOTAL COST
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Barnesville School District	36 Backpacks per week x \$10.00 per backpack x 39 weeks = \$14,040.00
Bellaire School District	128 Backpacks per week x \$9.00 per backpack x 39 weeks = \$44,928.00
St. Clairsville School District	139 Backpacks per week x \$8.00 per backpack x 39 weeks = \$43,368.00
Union Local School District	18 Backpacks per week x \$14.00 per backpack x 39 weeks = \$9828.00
Total Contract Cost	\$112,164.00

IX DUPLICATE BILLING

The Contractor warrants that claims made to the Provider for payment shall be for performance of actual services rendered to eligible individuals and shall not duplicate claims made by the 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

The 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 conducted 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.

The Contractor agrees to repay the 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, the Contractor will sign a Repayment of Funds Agreement. Furthermore, the 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 the Contractor of erroneously paid funds, those checks held more than sixty (60) days will be cancelled and will not be reissued.

The 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 contract shall be the property of the Purchaser and shall be delivered to the Purchaser when the terms of this contract expire.

XII WARRANTY

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

XIII INSURANCE

The Contractor shall comply with laws of the State of Ohio with respect to insurance coverage.

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, the Contractor is specifically required to retain and make available to the Purchaser all records relating to the performance of services under this contract including all supporting documentation necessary for audit by the 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 or elected 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, the Contractor shall retain such records until the audit is concluded and all issues are resolved.

XVI CONFIDENTIALITY

The Contractor agrees to comply with all federal and state laws applicable to the Purchaser and its consumers concerning the confidentiality of its consumers. The 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. The Contractor understands that the use or disclosure of information concerning the Purchaser's consumers for any purpose not directly related to the performance of this contract is strictly prohibited.

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts the Contractor from obtaining and operating under other agreements with parties other than the Purchaser as long as this other work does not interfere with the Contractor's performance of services under this contract. The 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. The Contractor further avers that no financial interest was involved on the part of any of the Purchaser's officers, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the 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 the Purchaser will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

The 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 the Contractor or in its business.

XVIII COMPLIANCE

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

The 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 the Contractor's employees.

contract or the 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 the Contractor and the Purchaser. The Contractor will, at all times, have the status of independent contractor without the right or authority to impose tort, contractual or other liability on the Purchaser or the Belmont County Board of Commissioners.

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

The Contractor shall not subcontract the performance of services agreed to in this contract or any part thereof without the express, prior and written approval of the Purchaser. In the even 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 for any services they may 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 supersedes all previous communications, representations or writings including other contracts, written or oral, between the parties.

Any modification or amendment to this contract shall be done in writing executed by all parties to this contract including any modification involving proportional payment for services performed below the standards stated in this contract.

XXIII TERMINATION

This contract may be terminated by either party upon notice in writing delivered upon the party thirty (30) days prior to the effective date of termination. Should the Contractor wish to terminate this contract notice to the Purchaser must be delivered thirty (30) days prior to the effective date of 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. Any funds expended for contractual services and items prior to the date of termination shall be paid in accordance with Article VIII to the Contractor.

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

The Contractor and the Purchaser agree to hold each other harmless both legally and financially. The Contractor and the Purchaser are responsible to maintain their own liability coverage.

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 when possible.

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 permissible by law.

XXIX NON-DISCRIMINATION

The Contractor certifies that 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, the 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. The 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal and Ohio non-discrimination laws.

The Contractor or any person claiming through the 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 the Contractor.

XXX CHILD SUPPORT ENFORCEMENT

The Contractor agrees to cooperate with the Purchaser, ODJFS and any other Child Support Enforcement Agency (CSEA) in ensuring that the Contractor's employees meet child support obligations established under Ohio law. Furthermore, by executing this contract, the 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, the Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. The 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 the Purchaser's Ohio Works First Customers.

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

The 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

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The 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. The Contractor agrees to make copies of this contract promptly available to the requesting party.

XXXVII CLEAN AIR ACT

The 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

The 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

The 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, Oct. 19, 1976, 90 Stat. 2544; Pub. L. 101-650, Title VII, Sec. 703, Dec. 1, 1990, 104 Stat. 5133).

XL PATENT RIGHTS

The 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 Department and Agencies dated February 18, 1983 and Executive Order 12591.

XLI PROCUREMENT

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

SIGNATURES:

<u>Jeffery L. Felton /s/</u> Jeffery L. Felton, Director Belmont County Department of Job and Family Services	<u>6/3/2022</u> Date
<u>Rick McNary /s/</u> Rick McNary Outreach, Inc.	<u>6-2-2022</u> Date
<u>Josh Meyer /s/</u> Josh Meyer, President Belmont County Board of Commissioners	<u>6/8/22</u> Date
<u>J. P. Dutton /s/</u> J. P. Dutton, Vice-President Belmont County Board of Commissioners	<u>6/8/22</u> Date
<u>Jerry Echemann /s/</u> Jerry Echemann, Commissioner Belmont County Board of Commissioners	<u>6-8-22</u> Date
Approved as to form: <u>David K. Liberati /s/ Assist PA</u> Belmont County Prosecutor	<u>6-7-22</u> Date

Upon roll call the vote was as follows:

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

Jeff Felton, Director of Belmont County Job and Family Services, said TANF funds will be used to expand the School Backpack Food Program. Devin Cain, Belmont County Farm Bureau, is going to reach out to the three area schools not participating in the program to see if they would be interested in participating. He would like to add a summer program.

RECESS

Sheriff Dave Lucas

Re: Dog Park

Sheriff Lucas announced his intent to bring a dog part to Belmont County. The location will be behind the Belmont County Health Department which is county owned property. Sheriff Lucas plans on spearheading the project through donations and hopes to have it up and running by next year. His Explorer Program participants will oversee the dog park. The Commissioners agreed it is a great idea.

RECESS

IN THE MATTER OF BID OPENING FOR OTTO-SCALES

ROAD WATERLINE EXTENSION/CDBG

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Otto-Scales Road waterline extension, they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
James White Construction Company 4156 Freedom Way Weirton, WV 26062	X	\$322,789.00
Litman Excavating 836 1 st Street New Martinsville, WV 26155	X	\$279,074.06
Border Patrol, LLC 86120 Water Works Road Hopedale, OH 43976	X	\$314,651.50

Engineer's estimate-\$294,000.00

Present: Baden Powell, Belomar and Chase Wiethe, Vaughn, Coast and Vaughn

Motion made by Mr. Meyer, seconded by Mr. Dutton to turn over all bids received for the waterline extension on Otto-Scales Road in Mead and York Township, to A. C. Wiethe, Belomar, for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:22 A.M.

Motion made by Mr. Meyer, 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, compensation and dismissal of public employees.

Upon roll call the vote was as follows:

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

Mr. Meyer exited executive session before adjournment.

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:15 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:15 p.m.
Upon roll call the vote was as follows:

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

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

**IN THE MATTER OF HIRING JACK KOONTZ AS A SUMMER EMPLOYEE/
BELMONT COUNTY WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Jack Koontz as a summer employee at the Belmont County Water & Sewer District, effective June 13, 2022, at pay scale 1, minimum step.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING SUSAN SALONICA AS
FULL-TIME REGISTERED NURSE/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hiring of Susan Salonica as full-time Registered Nurse at the Belmont County Jail, effective June 9, 2022, at pay scale 13, minimum step.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE RESIGNATION OF
ANTHONY RITZ, FULL-TIME ASSISTANT DOG WARDEN**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Anthony Ritz, full time Assistant Dog Warden at the Belmont County Animal Shelter, effective June 17, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE TERMINATION OF MICHELLE FORGACS,
FULL-TIME ELIGIBILITY/REFERRAL SPECIALIST II/DJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the termination of Michelle Forgacs, full-time Eligibility/Referral Specialist II, at the Belmont County Department of Job and Family Services effective June 2, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:18 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:18 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of June, 2022.

Jerry Echemann /s/_____

J. P. Dutton /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, Josh Meyer 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.

Josh Meyer /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK