

St. Clairsville, Ohio

July 6, 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 Jennifer Magyar, Assistant 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 \$497,351.85

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:

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0121-A006-B03.002 Salaries-Employees	E-0121-A006-B03.010 Supplies	\$2,500.00

S30 OAKVIEW JUVENILE REHABILITATION CENTER

FROM	TO	AMOUNT
E-8010-S030-S54.000 Food	E-8010-S030-S51.002 Salaries	\$4,925.89

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND S86 NORTHERN COURT-GEN SPEC PROJECTS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1561-S086-S06.574 Transfers In	\$3,456.91

A00 GENERAL FUND AND S88 WESTERN COURT-GEN SPEC PROJECTS

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1551-S088-S05.574 Transfers In	\$3,456.92

W80 PROSECUTOR’S-VICTIM ASSIST. PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,755.06

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 July 06, 2022, meeting:

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,323.86
E-0111-A001-E09.003	PERS	\$431.20
E-0131-A006-A04.002	Salaries-Road	\$1,000.00

W80 PROSECUTOR’S-VICTIM ASSIST PROGRAM

E-1511-W080-P01.002	Salary	\$2,755.06
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$196.52
E-0131-A006-A10.000	Transport	\$100.00
E-0131-A006-A17.010	Cruisers	\$617.00
E-0131-A006-A20.000	False Alarms	\$50.00
E-0131-A006-A23.000	Background	\$174.00
E-0131-A006-A24.000	E-SORN	\$450.00
E-0131-A006-A32.000	Warrant Fee	\$1,215.15
E-0135-A007-B01.010	Explorer Program	\$2,500.00
E-1652-B016-B02.000	DUI	\$40.00
E-5100-S000-S01.010	Commissary	\$14,343.34
E-5101-S001-S06.000	CCW License	\$1,115.00
E-5101-S001-S07.012	CCW Equipment	\$1,260.00
E-9710-U010-U06.000	Reserve	\$542.25

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
THE DELTA DENTAL CHARGEBACKS FOR
THE MONTHS OF JUNE AND JULY 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds
for the Delta Dental Chargebacks for the months of June and July 2022

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A12.006	R-9891-Y091-Y07.500	18,888.59
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y07.500	589.80
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y07.500	329.08
GRANT / JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV	E-0400-M060-M29.008	R-9891-Y091-Y07.500	205.76
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y07.500	0.00
ALTERNATIVE/JUV. CT.	E-0400-M067-M05.008	R-9891-Y091-Y07.500	205.76
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y07.500	102.88
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y07.500	1,793.36
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y07.500	0.00
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y07.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y07.500	524.62
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y07.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y07.500	102.88
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y07.500	102.88
COMMON PLEAS/GEN SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y07.500	0.00
TARGETED COMM ALTERN TO P	E-1545-S055-S02.002	R-9891-Y091-Y07.500	0.00
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y07.500	205.76
WESTERN -SPEC PROJ	E-1551-S088-S03.006	R-9891-Y091-Y07.500	102.88
NORTHERN-SPEC PROJ	E-1561-S086-S03.006	R-9891-Y091-Y07.500	102.88
EASTERN-SPEC PROJ	E-1571-S087-S03.006	R-9891-Y091-Y07.500	102.88
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y07.500	229.72
AUDITOR CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y07.500	0.00
MEDATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y07.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y07.500	178.28
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y07.500	18.85
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y07.500	322.94
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y07.500	13.38
Public Health Em. Readiness	E-2229-F081-F01.001	R-9891-Y091-Y07.500	161.31
PREP	E-2230-F082-F01.002	R-9891-Y091-Y07.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y07.500	28.30
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y07.500	20.83
Public Health Em. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y07.500	89.34
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y07.500	139.73
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y07.500	149.18
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y07.500	48.34
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y07.500	97.38
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y07.500	12.86
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y07.500	210.90
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y07.500	13.38
Pool/Spas	E-2220-P070-P01.002	R-9891-Y091-Y07.500	7.20
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y07.500	346.34
HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y07.500	1,646.08

CSEA	E-2760-H010-H12.006	R-9891-Y091-Y07.500	102.88
K-1	E-2811-K200-K10.006	R-9891-Y091-Y07.500	37.70
K-11	E-2812-K000-K20.006	R-9891-Y091-Y07.500	205.76
K-25	E-2813-K000-K39.006	R-9891-Y091-Y07.500	102.88
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y07.500	2,855.06
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y07.500	711.22
WIC	E-4110-T075-T52.008	R-9891-Y091-Y07.500	308.64
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y07.500	4,125.08
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y07.500	473.18
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y07.500	1,273.85
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y07.500	102.88
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y07.500	37.70
TOTALS		R-9891-Y091-Y07.500	37,431.18

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 THE VISION
CHARGEBACKS FOR THE MONTHS OF JUNE AND JULY 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer
of funds for the Vision Chargebacks for the months of June and July 2022

	FROM	TO	TOTAL
GENERAL	E-0256-A014-A11.006	R-9891-Y091-Y06.500	5,296.41
PUBLIC DEFENDER	E-0170-A006-G10.000	R-9891-Y091-Y06.500	162.72
BD OF ELECTIONS	E-0181-A003-A11.000	R-9891-Y091-Y06.500	100.08
GRANTS/JUVENILE COURT			
CARE & CUSTODY (C-CAP) JUV.CT	E-0400-M060-M29.008	R-9891-Y091-Y06.500	55.44
CARE & CUSTODY	E-0400-M060-M84.008	R-9891-Y091-Y06.500	0.00
ALTERNATIVE SCHOOL/JUV. CT	E-0400-M067-M05.008	R-9891-Y091-Y06.500	55.44
TITLE IV-E/RANDOM MOMENTS	E-0400-M078-M02.008	R-9891-Y091-Y06.500	27.72
DIST DETENTION HOME	E-0910-S033-S47.006	R-9891-Y091-Y06.500	510.48
COUNTY RECORDER	E-1210-S078-S14.006	R-9891-Y091-Y06.500	0.00
REAL ESTATE ASSESSMENT	E-1310-J000-J06.000	R-9891-Y091-Y06.500	147.06
DRETAC-TREAS	E-1410-W082-T07.006	R-9891-Y091-Y06.500	0.00
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9891-Y091-Y06.500	27.72
CORRECTIONS ACT GRANT	E-1520-S077-S04.006	R-9891-Y091-Y06.500	27.72
PROS-VICTIM	E-1511-W080-P07.006	R-9891-Y091-Y06.500	0.00
COMMON PLEAS/GEN. SP/MED	E-1544-S054-S05.000	R-9891-Y091-Y06.500	0.00
TARGETED COMM ALTERN TO PR	E-1545-S055-S02.002	R-9891-Y091-Y06.500	0.00
PROBATION SERV. GRANT	E-1546-S056-S04.001	R-9891-Y091-Y06.500	55.44
WESTERN-SPEC. PROJ.	E-1551-S088-S03.006	R-9891-Y091-Y06.500	27.72
NORTHERN-SPEC. PROJ.	E-1561-S086-S03.006	R-9891-Y091-Y06.500	27.72
EASTERN SPEC. PROJ.	E-1571-S087-S03.006	R-9891-Y091-Y06.500	27.72
DOG & KENNEL	E-1600-B000-B13.006	R-9891-Y091-Y06.500	79.56
AUDITORS CLERK HIRE & SUPP	E-1611-B000-B01.002	R-9891-Y091-Y06.500	0.00
MEDIATION GRANT	E-1573-S074-S05.006	R-9891-Y091-Y06.500	0.00
SOIL CONSERVATION	E-1810-L001-L14.000	R-9891-Y091-Y06.500	51.84
WATERSHED COORD.	E-1815-L005-L15.006	R-9891-Y091-Y06.500	6.03
COUNTY HEALTH DEPT			
County Health	E-2210-E001-E15.006	R-9891-Y091-Y06.500	88.80
Trailer Parks	E-2211-F069-F04.000	R-9891-Y091-Y06.500	3.84
Public Health Em. Rediness	E-2229-F081-F01.001	R-9891-Y091-Y06.500	46.41
PREP	E-2230-F082-F01.002	R-9891-Y091-Y06.500	0.00
Get Vaccinated	E-2236-F088-F01.002	R-9891-Y091-Y06.500	7.62
Integrated Naloxone Access	E-2237-F089-F01.002	R-9891-Y091-Y06.500	5.76
Public Health Emerg. Prep.	E-2231-F083-F01.002	R-9891-Y091-Y06.500	24.16
Reproductive Health & Wellness	E-2215-F077-F01.002	R-9891-Y091-Y06.500	38.61
Home Sewage Treatment System	E-2227-F074-F06.000	R-9891-Y091-Y06.500	43.20
Nursing Fund	E-2232-F084-F02.008	R-9891-Y091-Y06.500	14.16
Child & Family Health Services	E-2233-F085-F01.002	R-9891-Y091-Y06.500	27.00
Vital Statistics	E-2213-F075-F02.003	R-9891-Y091-Y06.500	3.47
Food Service	E-2218-G000-G06.003	R-9891-Y091-Y06.500	64.06
Water Systems	E-2219-N050-N05.000	R-9891-Y091-Y06.500	3.84
Pools/Spas	E-2220-P070-P01.002	R-9891-Y091-Y06.500	2.12
MENTAL HEALTH	E-2310-S049-S63.000	R-9891-Y091-Y06.500	95.22

HUMAN SERVICES	E-2510-H000-H16.006	R-9891-Y091-Y06.500	443.52
CSEA	E-2760-H010-H12.006	R-9891-Y091-Y06.500	27.72
K-1	E-2810-K200-K10.006	R-9891-Y091-Y06.500	12.06
K-2	E-2811-K200-K10.006	R-9891-Y091-Y06.500	0.00
K-11	E-2812-K000-K20.006	R-9891-Y091-Y06.500	543.60
K-25	E-2813-K000-K39.006	R-9891-Y091-Y06.500	194.04
WATER/SEWER DEPT			
W.W.S. #3	E-3702-P005-P31.000	R-9891-Y091-Y06.500	782.48
S.S.D. #2	E-3705-P053-P15.000	R-9891-Y091-Y06.500	197.44
WIC	E-4110-T075-T52.008	R-9891-Y091-Y06.500	83.16
SENIOR SERVICES PROGRAM	E-5005-S070-S06.006	R-9891-Y091-Y06.500	1,117.98
CLERK OF COURTS	E-6010-S079-S07.006	R-9891-Y091-Y06.500	133.20
OAKVIEW JUVENILE	E-8010-S030-S68.006	R-9891-Y091-Y06.500	355.59
DRETAC-PROS ATTY	E-1510-W081-P07.006	R-9891-Y091-Y06.500	27.72
PORT AUTHORITY	E-9799-S012-S02.006	R-9891-Y091-Y06.500	12.06
TOTAL			11,085.66

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 HSA CHARGEBACKS/JULY 2022

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following transfer of funds for HSA Chargebacks for July 2022

HSA CHARGEBACKS		MONTHLY CHARGEBACKS	
From:		To:	
NUMBER	ACCOUNT	NUMBER	AMOUNT
E-3702-P005-P31.000	WWS #3 REVENUE	R-9891-Y091-Y12.500	64.52
E-2410-S066-S80.000	BCBDD-MAIN FUND	R-9891-Y091-Y12.500	64.52
E-5005-S070-S06.006	SENIOR SERVICES	R-9891-Y091-Y12.500	64.52
E-6010-S079-S07.006	CLERK OF COURTS	R-9891-Y091-Y12.500	64.52
TOTALS			258.08

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 July 6, 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:
COMMON PLEAS/PROBATE & JUVENILE DIVISION-John Markus to attend the Annual Court Investigator’s Continuing Education Seminar on September 18-19, 2022.
SSOBC-Karen Rebecca to Amish Country on July 28, 2022 for a senior outing. Mary Beth Tennant to the Beallsville Diner and American Legion Memorial on August 31, 2022, for a senior outing. County vehicles 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 AND SPECIAL 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 29, 2022 and special meeting of June 30, 2022.

Upon roll call the vote was as follows:

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

Mr. Meyer said the special meeting was held to take care of a bond payment.

IN THE MATTER OF HIRING MATTHEW THOMPSON
AS PART-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Matthew Thompson as part-time Kennel Staff at the Belmont County Animal Shelter, effective July 10, 2022.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RETIREMENT OF
ROBERT TRACEY, 9-1-1 DISPATCHER

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the retirement of Robert Tracey, 9-1-1 dispatcher, effective June 30, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT
TO THE BELMONT COUNTY LOCAL
EMERGENCY PLANNING COMMITTEE (L.E.P.C.)

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the following appointment to the Belmont County Local Emergency Planning Committee (LEPC) pursuant to Ohio Revised Code Section 3750.03, to fill unexpired term, effective June 28, 2022 through August 14, 2023, and authorize the submittal of their applications to the Ohio EPA/SERC (State Emergency Response Committee) for approval:

INDUSTRY

Yvonne Ackerman

South Central Power Company

Upon roll call the vote was as follows:

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

IN THE MATTER OF LIQUOR LICENSE TRANSFER

Motion made by Mr. Meyer, seconded by Mr. Dutton to advise the Ohio Division of Liquor Control, the Board of Belmont County Commissioners does not request a hearing on the matter of a request for the transfer of a D1 liquor license, Permit No. 9922658, from Defelice Bros Pizza Inc., 50890 National Rd, Richland Township, St. Clairsville, Ohio 43950 to Zervos Montz LLC., DBA Defelice Bros Pizza at above address. There have been no objections received and the Board of County Commissioners has no objections to the permit.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE
OF SERVICES CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF
JOB & FAMILY SERVICES AND SINCLAIR BROADCAST GROUP**

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 & Family Services and Sinclair Broadcast Group, in a not to exceed amount of \$97,060.00 for Outreach Services for the Workforce Development Area 16 (WDA16), effective July 1, 2022 to June 30, 2023. This contract can be extended for three additional years through June 30, 2026.

Note: This contract is to provide Outreach Services in WDA16 which will address: promoting job fairs and other workforce development events, communicating with job seekers, helping businesses meet their workforce needs and communicating with parents and students regarding the youth workforce development and employability services available through CCMEP.

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

Purchase of the Performance of Services Contract

Whereas, this contract entered into on the 6th day of July 2022, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as “Purchaser”) and Sinclair Broadcast Group (hereinafter referred to as “Contractor”), is for the purchase of the performance of professional services to Outreach Services for the Workforce Development Area 16 (WDA16), as defined in the Request for Qualifications (RFQ) WDA16 Outreach Service, dated March 14, 2022 and attached as Exhibit A, and the Sinclair Broadcast Group response to this RFQ, attached as Exhibit B.

I PURPOSE

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

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

II PARTIES

The parties to this agreement are as follows:

Purchaser: The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
740-695-1075

Contractor: Sinclair Broadcast Group
9 Red Donley Plaza
Mingo Junction OH 43938
740-381-0078

III CONTRACT PERIOD

This contract and its terms will become effective on July1, 2022. The termination date for this contract is June 30, 2023. This contract can be extended for three additional years through June 30, 2026. This is the first year of of this contract per the RFQ.

IV DEFINITIONS

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

Allowable Costs

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

Workforce Area 16

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

Council of Governments

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

Workforce Development Board

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

Performance

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

Proportional payment

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

Services

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

Outreach Services

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

TANF

TANF is the Temporary Assistance to Needy Families Program

WIOA

WIOA is the Workforce Innovation and Opportunity Act.

CCMEP

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

V SCOPE OF WORK

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

A. Contractor Responsibilities

1. The Contractor will provide the following deliverables for this project:
 - a. Technical support to define, design and create messages to unique client groups; and
 - b. Refine and implement the outreach strategy within the allocated budget, which includes all vendor fees and media/outreach purchases. Work is to be performed according to the WDB16 approved media mix plan, which may be revised by the WDB16 as needed.
 - c. Purchase, produce and manage media buys; and
 - d. Develop earned media opportunities strategy for “free” outreach, i.e. talk shows, press releases, interviews, chamber of commerce/business organization speaking/newsletters, etc.; and
 - e. Plan to evaluate results and provide feedback to the WDB16 quarterly and semi-annually.
2. The Contractor’s staff must become familiar with WIOA Area 16 policies that are relevant to the provision of services under this contract. Additional Area 16 policies may be implemented during the period of this agreement and will also become applicable.
3. The Contractor shall meet all service requirements of this contract. The Contractor’s failure to perform the services as required herein is a breach of this contract thus triggering the Purchaser’s right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.

4. The Contractor shall meet the performance standards specified in this contract. The Contractor's failure to meet these standards will be a breach of this contract thus triggering the Purchaser's right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.
5. The Contractor shall comply with all the performance reporting and monitoring procedures as stated in this contract. The Contractor's failure to comply with this mandatory reporting and monitoring will be a breach of contract thus triggering the Purchaser's right to terminate, cancel, rescind and/or modify this contract as well as the Purchaser's right to remuneration and repayment for any funds paid pursuant to this contract for services not performed up to the standards stated herein.

B. Purchaser Responsibilities

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

C. Contractual Performance Standards

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

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

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

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

D. Contractual Reviews

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

E. Performance Reporting

Contractor will complete monthly and provide to the Purchaser an itemized invoice for services provided and a Fiscal Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of the month.

The Contractor will complete and provide to the Purchaser a Service Delivery Performance Report. These reports are due on the tenth (10th) of the following month and will include all required information for the entire prior month from the first (1st) to the last day of that month.

The Purchaser and Contractor will determine the format of these reports.

The failure of the Contractor to deliver all required performance reports by the time stated in this article will be a breach of this contract thus subjecting the agreement to termination, cancellation, remuneration, repayment, rescission and/or modification at the Purchaser's discretion.

F. Evaluation and Monitoring

The Purchaser shall periodically evaluate the Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include, but is not limited to, activities including file inspection, deliverables review and the timeliness and quality of product evaluation, outreach impact, feedback data and related reports.

The Purchase will provide the Contractor with notice prior to any evaluation or monitoring activity. The Contractor shall assist with all evaluation and monitoring activities including, but not limited to, providing access to files, any sub-vendors and other employees. The Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. The Contractor's failure to comply with its evaluation and monitoring duties and

failure to respond to any monitoring reports will be a breach of this contract thus triggering the Purchaser’s rights of termination, cancellation, rescission, modification, remuneration and/or repayment

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funds (CFDA #17.258, 17.259 and/or 17.278).

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$97,060 as detailed in the Section VIII budget.

All financial obligations of the Purchaser under this contract are subject to federal and State of Ohio funding levels consistent with fiscal and/or program year.

VII ALLOWABLE COSTS

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

VIII BILLING, PAYMENT AND COSTS

Accompanying mandatory performance reports and invoices will be submitted each month by the Contractor no later than the tenth (10th) day of the following month. Failure to submit this information on time may be a breach of this contract. Purchaser will review the invoices for completeness and accuracy before making payments. Accurate and complete invoices are payable within thirty (30) days of receipt or as soon as the Belmont County Auditor processes the payment.

Reasons for denial of payment include but are not limited to: failure to meet service requirements, failure to meet performance standards, failure to meet performance reporting requirements and failure to meet evaluation and monitoring requirements.

In the event the Contractor fails to perform as required in this contract, Purchaser may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

The following cost schedule is based upon performing the services herein described for Outreach Services:

	Budget
Branded Content	21,960
TV advertising	14,000
Amazon Platforms	12,000
Email Marketing w/Smart Mailer	8,000
YouTube	7,500
Social Media Advertising	7,000
Connected TV	6,000
SEM for website	6,000

Billboard	6,000
Website maintenance	3,600
Production Charge	3,000
Radio	2,000
	97,060

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

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

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

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

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

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

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

XIII INSURANCE
Contractor shall comply with the laws of the State of Ohio with respect to insurance coverage and shall carry such insurance during its entire performance of this contract and keep in full effect worker’s compensation insurance. A copy of the document evidencing

said coverage shall be furnished to the Purchaser prior to the effective date of this contract.

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

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

Contractor will report the discovery of any potential conflict of interest to Purchaser. Should a conflict of interest be discovered during the term of this contract, Purchaser

may exercise any of its rights under this contract including termination, cancellation, rescission, remuneration, repayment and modifications.

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

XVIII COMPLIANCE

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

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

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

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

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

XXII INTEGRATION, MODIFICATION AND AMENDMENT

This instrument is the entire contract between the parties and no covenants, terms, conditions or obligations exist other than those contained herein. This Contract

supercedes all previous communications, representations or writings, including other contracts, written or oral, between the parties.

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

XXIII TERMINATION

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

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or

procedure with any other party that will be providing services, directly or indirectly, to Purchasers' Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND "ANTI-KICKBACK" ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

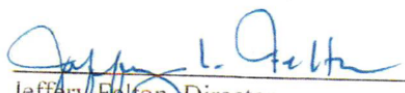
Contractor shall comply with all applicable standards, orders or requirements issued under Chapter 18 of Title 35, U.S.C (Pub. L. 95-517, Pub. L. 98-620, 37 CFR Part 401), Presidential Memorandum on Government Patent Policy to the Heads of Executive Departments and Agencies dated February 18, 1983 and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

XLI

PROCUREMENT

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

SIGNATURES


Jeffery Felton, Director
Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville OH 43950

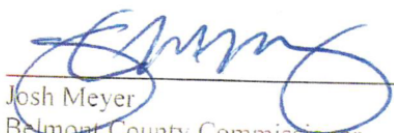
7/6/2022
Date


J. P. Dutton
Belmont County Commissioner

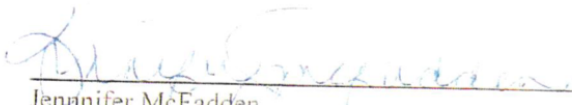
7/6/22
Date


Jerry Echemann
Belmont County Commissioner

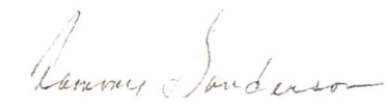
7-6-22
Date


Josh Meyer
Belmont County Commissioner

7/6/22
Date

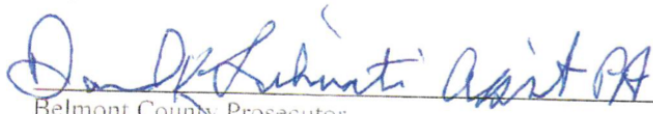

Jennifer McFadden
Sinclair Broadcast Group
9 Red Donley Plaza
Mingo Junction OH 43938

4/29/22
Date


WIOA16 Workforce Development Board Chair

6/10/22
Date

Approved as to form:


Belmont County Prosecutor

7-6-22
Date

Upon roll call the vote was as follows:

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

Jack Regis, Jr., Finance Director of Belmont County Job & Family Services, explained Sinclair Broadcast Group will do marketing campaigns to promote workforce.

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Change Order No. 5 from Border Patrol, LLC, for the Little McMahon Creek Booster Pump Station Project for an increase of \$628,312.00, for a new contract total of \$2,574,269.00, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.

Note: This change order is for the replacement of approximately 4,000 feet of 24" waterline located in the old railroad bed west of the pump station. The District had previously attempted to purchase the pipe, but the supplier cancelled the order due to manufacturing issues. This will be paid for through the USDA project funding.

CHANGE ORDER NO.: 5

Owner:Belmont Co. Water and Sewer District

Engineer:Poggemeyer Design Group

Contractor:Border Patrol, LLC

Project:Belmont County Water and Sewer District

Contract Name:Little McMahon Creek Booster Pump Station

Date Issued:6/27/2022

Owner's Project No.:

Engineer's Project No.:310700-00010

Contractor's Project No.:

Effective Date of Change Order:7/7/2022

The Contract is modified as follows upon execution of this Change Order:

Description:

Additional 4320 LF of 24" of HDPE DR9 WL material including freight, Change substantial and final completion dates to perform this additional work

Attachments:

Contractor and supplier proposal

Change in Contract Price		Change in Contract Times [State Contract Times as either a specific date or a number of days]	
Original Contract Price:		Original Contract Times:	
\$ 1,256,552.00		Substantial Completion:	November 26, 2021
		Ready for final payment:	December 27, 2021
[Increase] [Decrease] from previously approved Change Orders No. 1 to No.3:		[Increase] [Decrease] from previously approved Change Orders No.1 to No.3:	
\$ 689,405.00		Substantial Completion:	September 15, 2022
		Ready for final payment:	October 15, 2022
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,945,957.00		Substantial Completion:	September 15, 2022
		Ready for final payment:	October 15, 2022
[Increase] [Decrease] this Change Order:		[Increase] [Decrease] this Change Order:	
\$ 628,312.00		Substantial Completion:	December 31, 2022
		Ready for final payment:	May 31, 2023
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 2,574,269.00		Substantial Completion:	December 31, 2022
		Ready for final payment:	May 31, 2023

Recommended by Engineer (if required)

By:Thomas J Borck, PE

Title:Thomas J Borck

Date:6/28/2022

Digitally signed by Thomas J Borck
DN: C=US, E=tborck@kleinfelder.com,
O=Poggemeyer Design Group,
CN=Thomas J Borck
Date: 2022.06.28 13:19:04-04'00'

Accepted by Contractor

6/28/2022

Authorized by Owner

By:

Title:Belmont County Commissioners

Date:7/6/22

Approved by Funding Agency (if applicable)

Upon roll call the vote was as follows:

Mr. Meyer

Mr. Dutton

Mr. Echemann

Yes

Yes

Yes

IN THE MATTER OF REJECTING BIDS FOR ENGINEER'S PROJECT 22-8, BEL-CR44-1.41 SLIDE REPAIR PROJECT

Motion made by Mr. Meyer, seconded by Mr. Dutton to reject all bids received on June 1, 2022, for Engineer's Project 22-8 BEL-CR44-1.41 Slide Repair Project, based upon the recommendation of Belmont County Engineer Terry Lively.

Note: The low bidder, BBR Drilling, is unable to complete the work by the required completion date and withdrew their bid and agreed to forfeit their bid bond of \$11,500. The other bidder, Ohio-West Virginia Excavating was 30% over the Engineer’s estimate.

Upon roll call the vote was as follows:

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

Mr. Meyer said this will be rebid in the future.

IN THE MATTER OF ENTERING INTO THE OHIO PUBLIC WORKS (OPWC) PROJECT GRANT/LOAN AGREEMENT FOR BEL-CR5-13.52/17.60, BEL-CR26-0.00/1.25 PAVING PROJECT/ENGINEER’S

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and authorize Commissioner J. P. Dutton to sign and enter into the Ohio Public Works (OPWC) Project Grant/Loan Agreement for the **BEL-CR5-13.52/17.60, BEL-CR26-0.00/1.25 (Glencoe Road/S. 26 Road) Paving Project** in the not to exceed amount of \$635,229.00, based upon the recommendation of Terry Lively, County Engineer.

Note: Project is funded 74% OPWC, 26% MVGT fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO THE OHIO PUBLIC WORKS (OPWC) PROJECT GRANT/LOAN AGREEMENT FOR BEL-CR44-1.13/4.30 PAVING PROJECT/ENGINEER’S

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and authorize Commissioner J. P. Dutton to sign and enter into the Ohio Public Works (OPWC) Project Grant/Loan Agreement for the **BEL-CR44-1.13/4.30 (Winding Hill Road) Paving Project** in the not to exceed amount of \$536,439.00, based upon the recommendation of Terry Lively, County Engineer.

Note: Project is funded 74% OPWC, 26% MVGT fund.

Upon roll call the vote was as follows:

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

RECESS

**Jeff Felton, Director and Jack Regis, Jr., Finance Director, Belmont Co. Dept. of Job and Family Services
Re: School Clothes for Kids Program**

Mr. Felton announced they will be doing the School Clothes for Kids TANF Program again this year. It will be held in August so the kids can have their new clothes before school starts. Mr. Regis said last year about \$725,000 was spent at the Ohio Valley Mall. Each child that meets the guidelines receives \$300. He added the program started 7 to 8 years ago. Mr. Meyer said it’s a great program and it is run very efficiently. Mr. Regis said the deadline for the Backpack programs has been extended to September 30 to spend the funds. Any funds left from that program can be used for the School Clothes program.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:55 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Cindy Stock, HR Administrative Assistant, pursuant to ORC 121.22(G)(1) Personnel Exception, to consider the employment and compensation of public employees.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:04 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:04 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there are five motions for the board to consider at this time.

IN THE MATTER OF APPROVING MOVING KATHERINE STOVER FROM PART-TIME 9-1-1 DISPATCHER TO FULL-TIME DISPATCHER

Motion made by Mr. Meyer, seconded by Mr. Dutton to move Katherine Stover from part-time 9-1-1 Dispatcher to full-time 9-1-1 Dispatcher, effective July 3, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF RICHARD CONNER, UTILITY WORKER/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Richard Conner, Utility Worker for Belmont County Water and Sewer District, effective July 8, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACCEPTING THE RESIGNATION OF CRAIG MANN, UTILITY WORKER/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Craig Mann, Utility Worker for Belmont County Water and Sewer District, effective July 8, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE HIRING OF
MELISSA WADE, PART-TIME DISPATCHER/9-1-1**

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Melissa Wade as part-time Dispatcher at Belmont County 9-1-1, effective July 5, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MOVING
MIRANDA SCHRAMM FROM FULL-TIME 9-1-1
DISPATCHER TO PART-TIME 9-1-1 DISPATCHER**

Motion made by Mr. Meyer, seconded by Mr. Dutton to move Miranda Schramm from full-time Dispatcher to part-time Dispatcher at Belmont County 9-1-1, effective July 3, 2022.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 11:44 with Commissioners Meyer, Dutton and Echemann present with no further business to come before the board.

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:44 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 11:44 a.m.

Upon roll call the vote was as follows:

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

Read, approved and signed this 13th day of July, 2022.

Jerry Echemann /s/

J. P. Dutton /s/ COUNTY COMMISSIONERS

Josh Meyer /s/

We, Josh Meyer and Jennifer Magyar, President and Assistant 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

Jennifer Magyar /s/ ASSISTANT CLERK