

St. Clairsville, Ohio

October 5, 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 \$1,252,213.11**

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:

**N14 SSD CAPITAL IMPROVEMENTS/BCWSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9014-N014-N08.012 Equipment	E-9014-N014-N04.055 Services	\$10,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S51.002 Salary	\$25,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/Utilities	\$10,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$10,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$5,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.005 Medicare	\$1,500.00

**Y91 EMPLOYERS SHARE HOLDING ACCOUNT**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$175.31

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 October 05, 2022, meeting:

**A00 GENERAL FUND**

E-0051-A001-A51.000	Oil & Gas Commrs	\$103,788.62
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**B00 DOG & KENNEL FUND**

E-1600-B000-B07.000	Veterinary Services	\$265.00
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**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	\$12,238.27
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**H00 PUBLIC ASSISTANCE/BCDJFS**

E-2510-H000-H05.000	Public Assistance	\$33,384.00
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**H11 FAMILY & CHILD 1<sup>ST</sup> COUNCIL/BCDJFS**

E-2770-H011-H14.000	Flexible Funding Pool	\$38,674.00
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**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000	Food	\$60.00
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**S32 OAKVIEW JUVENILE REHABILITATION-ACTIVITY FUND**

E-8012-S032-S00.000	Activity Fund	\$146.92
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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 HSA CHARGEBACKS/OCTOBER 2022**

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

Chargebacks for October 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	239.83
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	433.39
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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 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.  
**B00/DOG AND KENNEL FUND-\$265.00** deposited into R-1600-B000-B08.500 on various dates in September 2022 (*Donations for Vet care paid in on various dates in September 2022*).  
**OIL & GAS RECEIPTS SEPTEMBER/GENERAL FUND-\$103,788.62** deposited into R-0050-A000-A02.500 on dates below-

09/06/2022	\$67.79
09/09/2022	\$1,138.68
09/09/2022	\$225.84
09/09/2022	\$409.90
09/09/2022	\$2,994.35
09/09/2022	\$3,791.18
09/09/2022	\$925.68
09/09/2022	\$222.83
09/09/2022	\$387.65
09/09/2022	\$2,240.97
09/12/2022	\$66,588.61
09/19/2022	\$6,154.71
09/19/2022	\$3,610.04
09/19/2022	\$487.30
09/19/2022	\$256.50
09/19/2022	\$232.44
09/26/2022	\$13,414.50
09/26/2022	\$107.93
09/26/2022	\$531.72
<b>TOTAL</b>	<b>\$103,788.62</b>

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 October 5, 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:  
**HR DEPARTMENT**-Cindy Stock and Katie Bayness to Columbus, OH, on October 7, 2022, to attend the CEBCO Wellness Program meeting. A county vehicle will be used for travel.  
**SSOBC**-Donna Steadman to Deersville, OH, on October 7, 2022, for a senior outing to Tappan Lake and Marina. A county vehicle will be used for travel.  
**WATER & SEWER DISTRICT**-Mario DeFelice, Josh Materkoski and/or John Yeager to Minerva, OH, during the week of October 3, 2022 and/or October 10, 2022, for disposal of asbestos material at Minerva Enterprises. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

Mr. Meyer	Yes
Mr. 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 September 28, 2022.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF REAPPOINTING LARRY MERRY, BELMONT COUNTY PORT AUTHORITY DIRECTOR, TO EASTERN OHIO DEVELOPMENT ALLIANCE (EODA) BOARD**

Motion made by Mr. Meyer, seconded by Mr. Dutton to reappoint Larry Merry, Belmont County Port Authority Director, to the Eastern Ohio Development Alliance (EODA) board for a two-year term effective January 1, 2023 through December 31, 2024.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PROPOSAL FROM  
MACK INDUSTRIES, INC./WATER & SEWER DISTRICT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve proposal from Mack Industries, Inc., in the amount of \$8,710.00 for one precast concrete 2,000 gallon heavy duty septic tank and \$520.00 for four 24”x24” risers for a total cost of \$9,230.00, for the Belmont County Jail, based upon the recommendation of Kelly Porter, Belmont County Water and Sewer District Director.

Upon roll call the vote was as follows:

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

Mr. Meyer said the inmates are flushing clothing, bed sheets, etc. down the toilet and it gets caught up in the grinder. This will help with the issue.

**IN THE MATTER OF APPROVING PROPOSAL FROM  
MICHAEL BAKER INTERNATIONAL/REHABILITATION CENTER PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve proposal from Michael Baker International, in the amount of \$4,000.00, for professional services for the Rehabilitation Center Project located at 68401 Hammond Road.

*Note: Michael Baker International will be assisting with the asbestos abatement operations to be performed prior to demolition activities.*

Upon roll call the vote was as follows:

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

Mr. Meyer said the building has been vacant for a while. It currently stores some county records. The county received a Brownfield grant from the state for demolition.

**IN THE MATTER OF ENTERING INTO AUCTION SALE AGREEMENT**

WITH DAVID JONES, CAI AUCTIONEER

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into the Auction Sale Agreement with David Jones, CAI Auctioneer, 400 East High Street, Flushing, OH, 43977, to conduct two Belmont County Auctions to be held within the next thirty days; one will be held at 68401 Hammond Road and one will be held at 147 West Main Street.

RECEIVED



AUCTION



AUCTION



BELMONT COUNTY COMMISSIONERS

400 East High Street • Flushing, OH 43977  
Phone: (740) 968-3710 • Fax: (740) 968-3690  
Cell: (740) 391-3710

Auction Sale Agreement

Date Oct 3-22

- I hereby grant unto David Jones the exclusive right and authority to sell the personal property of Bel Cty Commissioners described on the auction inventory or auction advertising at public auction. Located at Hammond Rd + West Main St. C. County Bel State OH
- Auction will be held on Next 30 days  
Date Year Time
- I have the full power and authority to sell the personal property and that the said property is free and clear of all liens and encumbrances Except as follow: NONE
- I agree to pay David Jones Auctioneer a commission of 30 percent of the gross proceeds of personal property.  
8 percent of Vehicle
- I the seller agree to pay for all paper ads. Approx. price of 500.00 and the following other expenses Porta Jon
- The terms and conditions are Cash or a good check day of auction. Collection of bad checks, debts and collection of unpaid money will be the responsibility of David Jones Auctioneer in cooperation of the seller.
- The auctioneer's policy will not accept absentee bids.
- All proceeds will be deposited in David Jones escrow account. Settlement will occur within 15 days of the date of the auction unless advised otherwise.
- Any unsold items will be the responsibility of the seller. The auctioneer will dispose of [Unsold items at our auction center]
- Auction shall be a reserve auction as defined in ORC 4707.01
- I AGREE NOT TO SELL OR REMOVE ANY ITEMS FROM THE PREMISES AFTER THE DATE OF THIS CONTRACT EVEN THOUGH THEY MAY NOT BE ON ANY ADVERTISEMENT
- The seller agrees to indemnify and save harmless David Jones and his employees, against any and all claims, demands, action or causes of action whatsoever in any manner arising by the execution of this contract.
- It is mutually agreed that this contract shall be binding upon the undersigned and the separate heirs, administrators, executors, assigns and successors in interest of the undersigned.
- The auctioneer may hire other auctioneers to assist him in any auctions he may conduct.
- The undersigned auctioneer is licensed by the Ohio Department of Agriculture and bonded by the state of Ohio under the auction recovery fund.
- In witness whereof the parties have hereunto executed this contract in duplicate on the date set forth above.
- I have read the above contract and agree to the conditions thereof. I hereby acknowledge receipt of a copy of this agreement.  
By X [Signature] Address \_\_\_\_\_ Ph. \_\_\_\_\_  
By [Signature] Address \_\_\_\_\_ Ph. \_\_\_\_\_  
Auctioneer: David Jones Auct  
Attorney: \_\_\_\_\_ Probate No: \_\_\_\_\_

APPROVED AS TO FORM:  
PROSECUTING ATTORNEY [Signature]

Upon roll call the vote was as follows:

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

IN THE MATTER OF AMENDING MOTION APPROVING VEHICLE  
PURCHASE FOR SENIOR SERVICES OF BELMONT COUNTY

Motion made by Mr. Meyer, seconded by Mr. Dutton to amend the motion made on September 28, 2022, approving the purchase of a 2021 CFMOTO side-by-side utility vehicle from North Star Polaris, in the amount of \$15,300.00 and change the amount to \$15,000.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.  
*Note: North Star Polaris discounted the cost by \$300 as a courtesy to Belmont County.*

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 JOHN A. LEONARD JR/BELOMAR**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for John A. Leonard, Jr., for a mortgage deed dated August 12, 2004, as recorded in Volume 0971 pages 398-401 and deed dated January 21, 2005, as recorded in Volume 0988 pages 205-207 in the Belmont County Recorder’s Office based upon the recommendation of A. C. Wiethe, Belomar Regional Council.

SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT

The undersigned hereby certifies that a certain mortgage deed(s) dated August 12, 2004 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0971 at pages 398-401 and executed by John A. Leonard, Jr. and that a certain mortgage deed(s) dated January 21, 2005 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0988 at pages 205-207 and executed by John A. Leonard, Jr. to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

5-25-22  
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 LIQUOR LICENSE FOR LONGENETTE PROPERTIES LLC, DBA ROUTE 40 LUMBERJAXE**

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 a new D5 liquor license, Permit No. 5278090, for Longenette Properties LLC, DBA Route 40 Lumberjaxe, 41761 National Road., Union Township, Belmont, OH, 43718. 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 CHANGE ORDER NO. 3 FROM BORDER PATROL, LLC FOR THE FOX-SHANNON WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT**

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve Change Order No. 3 from Border Patrol, LLC, for the Fox-Shannon Wastewater Treatment Plant Improvements Project for an increase of \$104,915.00 for a new contract total of \$8,330,442.00 and change the substantial completion date to December 29, 2022, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.

Note: This change order is a result of time extension request and additional improvements requested by the District which includes additional grading work around the UV building, additional yard hydrants, exterior/interior improvements to lab building and exterior improvements to the sludge holding buildings. The additional cost will be paid through the USDA funding.

EJCDC®

Change Order No. 3

Date of Issuance:

Owner: Belmont County Commission

Contractor: Border Patrol, LLC.

Engineer: Vaughn, Coast & Vaughn, Inc.

Project: Fox Shannon Wastewater Treatment Plant Improvements

Effective Date:

Owner's Contract No.:

Contractor's Project No.:

Engineer's Project No.: 16068

Contract Name: Fox Shannon Wastewater Treatment Plant Improvements

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

Description: Contract time extension due to extended delivery times of materials and equipment

Attachments: Contractor's request for time extension.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
<div>Original Contract Price:</div> <div>\$ 8,158,622.00</div>	<div>Original Contract Times:</div> <div>Substantial Completion: March 4, 2022</div> <div>Ready for Final Payment: April 3, 2022</div> <div>days or dates</div>
<div>Increase from previously approved Change Orders No. 1 to No. 1:</div> <div>\$ 66,905.00</div>	<div>Increase from previously approved Change Order No.2:</div> <div>Substantial Completion: 180</div> <div>Ready for Final Payment: 210</div> <div>days or dates</div>
<div>Contract Price prior to this Change Order:</div> <div>\$ 8,225,527.00</div>	<div>Contract Times prior to this Change Order:</div> <div>Substantial Completion: August 31, 2022</div> <div>Ready for Final Payment: September 30, 2022</div> <div>days or dates</div>
<div>Increase of this Change Order:</div> <div>\$ 104,915.00</div>	<div>Increase of this Change Order:</div> <div>Substantial Completion: 120</div> <div>Ready for Final Payment: 150</div> <div>days or dates</div>
<div>Contract Price incorporating this Change Order:</div> <div>\$ 8,330,442.00</div>	<div>Contract Times with all approved Change Orders:</div> <div>Substantial Completion: December 29, 2022</div> <div>Ready for Final Payment: January 28, 2023</div> <div>days or dates</div>

RECOMMENDED:

By: 

Abbey A. Vaughn

Engineer (if required)

Title: Project Manager

Date: September 27, 2022

ACCEPTED:

By: 

X 

John E. Johnson

Owner (Authorized)

Title: BELMONT COUNTY COMM.

Date: 10-5-2022

By: 

Contractor (Authorized)

Title:

Date:

Approved by Funding Agency (if applicable)

By: 

Title:

Date:

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

Page 1 of 1

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 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 \$150,000.00, effective July 1, 2022 through June 30, 2023, for the purchase of material and supplies needed for the School Backpack Food Program.  
Note: This contract will be funded with TANF dollars and will pay for expenses from the 2021-2022 and 2022-2023 academic years.  
**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 **5<sup>th</sup> day of October, 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 **July 1, 2022**. Services shall be cover the School Back Pack Food program for the 2021-2022 and 2022-2023 academic years. The termination date of this contract is **June 30, 2023**.

**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**

- The Contractor will provide:
  - List of participating students and a signed agreed upon statement allowing BCDJFS to determine eligibility for program.
  - Provide timely information, upon Purchaser’s request, on program data and information that may be needed to evaluate contract.
- 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.
- 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.
- The Contractor shall meet all service requirements of this contract.
- 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.
- 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**

- The Purchaser will determine eligibility based on SNAP and TANF eligibility requirements and issue reimbursement at specified rate per school district.
- The Purchaser will provide readily available information that may be needed by the Contractor to report program status to the State of Ohio.
- 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.

**D. Performance Reporting**

- The Purchaser agrees to compensate the Contractor per the rates established in the budget.
- The invoice shall include the agreed upon billable activities as detailed in the budget and the Contractor’s name and address to remit payment.
- 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 **\$150,000.00**.

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 (10<sup>th</sup>) 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 budget is based upon performing the services herein described:

ACTIVITY	TOTAL COST
Barnesville School District	\$10.00 per backpack x 39 weeks of school
Bellaire School District	\$9.00 per backpack x 39 weeks
St. Clairsville School District	\$8.00 per backpack x 39 weeks
Union Local School District	\$14.00 per backpack x 39 weeks
<b>Total Maximum Contract Cost</b>	<b>\$150,000.00</b>

**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. The 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 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. 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.

<u>Jeffery L. Felton /s/</u>	<u>9/29/2022</u>
Jeffery L. Felton, Director	Date
Belmont County Department of Job and Family Services	
<u>Rick McNary /s/</u>	<u>9/28/2022</u>
Rick McNary	Date
Outreach, Inc.	
<u>Josh Meyer /s/</u>	<u>10/5/22</u>
Josh Meyer, President	Date
Belmont County Board of Commissioners	
<u>J. P. Dutton /s/</u>	<u>10/5/22</u>
J. P. Dutton, Vice-President	Date
Belmont County Board of Commissioners	
<u>Jerry Echemann /s/</u>	<u>10-5-22</u>
Jerry Echemann, Commissioner	Date
Belmont County Board of Commissioners	
<b>Approved as to form:</b>	
<u>David K. Liberati /s/ Assist P.A.</u>	<u>10-3-22</u>
Belmont County Prosecutor	Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER’S  
PROJECT 22-15 BEL-CR46-1.85 (NEW CUT RD.) SLIDE REPAIR**

Motion made by Mr. Meyer, seconded by Mr. Dutton to award the bid and enter into contract for the Belmont County Engineer’s Project 22-15: BEL-CR46-1.85 (New Cut Road) Slide Repair with Ohio-West Virginia Excavating, in the amount of \$164,238.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

*Note:.. Engineer’s estimate: \$172,275.00*

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS  
BELMONT COUNTY ENGINEER’S  
PROJECT #22-15: BEL-CR46-1.85 SLIDE REPAIR**

Auditor’s Office, Belmont County, Ohio

This contract made and entered into this 5th day of October, 2022 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair the roadway slide and pavement damage areas along CR46 (New Cut Road) and all related Work described by the Contract Documents.

All Work for BEL-CR46-1.85 SLIDE REPAIR shall be completed by NOVEMBER 5, 2022.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications.

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

**PROJECT #22-15: BEL-CR46-1.85 SLIDE REPAIR**

PROJECT #22-15 TOTAL = \$164,238.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/  
J. P. Dutton /s/

OHIO - WEST VIRGINIA EXCAVATING CO.

By: Kevin L. Winkler /s/  
Kevin L. Winkler, Secretary  
Print/Type Signature

Josh Meyer /s/

BEL-CR46-1.85 NEW CUT ROAD SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
58 SY	PAVEMENT REMOVED	\$25.00	\$1,450.00
137.5 FT	GUARDRAIL REMOVED FOR REUSE	\$15.00	\$2,062.50
42 CY	EXCAVATION	\$30.00	\$1,260.00
128 SY	SUBGRADE COMPACTION	\$9.00	\$1,152.00
137.5 FT	GUARDRAIL REBUILT, TYPE MGS W/HALF POST SPACING W/ LONG POSTS, APP	\$67.00	\$9,212.50
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
8 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$325.00	\$2,600.00
18 CY	AGGREGATE BASE	\$125.00	\$2,250.00
24 CY	AGGREGATE BASE, AS PER PLAN	\$130.00	\$3,120.00
4 GAL	TACK COAT (407)	\$25.00	\$100.00
5 SY	CRACK SEALING, TYPE II	\$20.00	\$100.00
3 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$475.00	\$1,425.00
1,120 FT	STEEL PILES, MISC.: HP12X53, FURNISHED, AS PER PLAN	\$50.00	\$56,000.00
1,120 FT	DRILLED SHAFTS, MISC.: D.S. 24" DIAMETER INTO & ABOVE BEDROCK, APP	\$49.00	\$54,880.00
288 FT	DRILLED SHAFTS, MISC.: PLUG PILE, 24" DIAMETER, UNREINFORCED	\$62.00	\$17,856.00
58 SY	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B, AS PER PLAN	\$65.00	\$3,770.00
LUMP SUM	MAINTAINING TRAFFIC	\$3,000.00	\$3,000.00
LUMP SUM	MOBILIZATION	\$3,000.00	\$3,000.00
	BEL-CR46-1.85 TOTAL		\$164,238.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE NOTICE OF AWARD, CONTRACT AND NOTICE TO PROCEED FOR CAST AND BAKER CORPORATION FOR THE PULTNEY AND UNION TOWNSHIP STREET IMPROVEMENTS PROJECT/BELOMAR

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the Notice of Award, Contract and Notice to Proceed for Cast and Baker Corporation, in the amount of \$156,773.10, for the Pultney and Union Township Street Improvements Project, a Community Development Block Grant (CDBG) Project, based upon the recommendation of A. C. Wiethe, Belomar Regional Council.

NOTICE OF AWARD

To: Cast & Baker Corporation  
2214 Washington Rd.  
Canonsburg, PA 15317

PROJECT Description: Street Improvement work in Pultney and Union Township, Belmont County, Ohio  
The OWNER has considered the BID submitted by you on September 14, 2022 (BID Date) for the above described WORK in response to its Advertisement for BIDS and Information for BIDDERS.  
You are hereby notified that your BID has been accepted for items in the amount of \$ 156,773.10.  
You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR'S Contract BOND, if applicable, and Certificates of Insurance within 10 calendar days from the date of this notice to you.  
If you fail to execute said Agreement and to furnish said BOND within 10 days from the date of this notice, said OWNER will be entitled to consider all of your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID guaranty subject to the liabilities set forth in Section 153.54 of the Ohio Revised Code. The OWNER will be entitled to such other rights as may be granted by law.  
You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.  
Dated this 28th day of September, 2022.

Belmont County Commissioners  
Owner

By: Josh Meyer /s/  
Name: Josh Meyer  
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by Michael J. Baker on this 19th day of Sept., 2022.

By: Michael J. Baker /s/  
Name and Title: Michael J. Baker/President  
cc: CONTRACTOR'S Surety  
Surety's Agent NOTICE TO PROCEED

CONTRACT

THIS AGREEMENT made this 28th day of September, 2022, by and between Cast & Baker Corporation hereinafter called the "Contractor" and Belmont County Commissioners hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, materials, and perform and complete all work required for the construction of the improvements embraced in the project; namely, Pultney and Union Township Street Improvements Project <sup>2</sup>, and required supplemental work for the project all in strict accordance with the Contract Documents including all addenda thereto, numbered 1, dated September 9, 2022, and N/A dated N/A all as prepared by Belmont County Engineer acting and in these Contract documents preparation, referred to as the "Engineer".

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed One Hundred Fifty-Six Thousand Seven Hundred Seventy-Three and 10/100\*\*\*\*\*(Dollars) subject to additions and deductions as provided in Section 109 hereof.

<sup>1</sup>Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of ; an individual trading as \_\_\_\_\_.

<sup>2</sup>Supply principal items of Contract such as Grading, Paving, Water Mains, Sewers, etc.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in Two original copies on the day and year first above written.

CONTRACTOR: Cast & Baker Corporation  
Michael J. Baker /s/  
Signature  
Michael J. Baker  
Typed/printed name  
President  
Title

OWNER: Belmont County Commissioners  
Josh Meyer /s/  
Signature  
Josh Meyer  
Typed/printed name  
President  
Title

NOTICE TO PROCEED

To: Cast & Baker Corporation  
2214 Washington Rd.  
Canonsburg, PA 15317

PROJECT Description: furnish all service, labor, material and equipment necessary to perform Street Improvement work in Pultney and Union Township, Belmont County, Ohio

You are hereby notified to commence WORK in accordance with the Agreement dated September 11, 2019 on or before September 21, 2019. The date of completion of all WORK is November 30, 2022.

Belmont County Commissioners  
Owner  
By: Josh Meyer /s/  
Name: Josh Meyer  
Title: President

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the VOCA and SVAA Grant Award and Acceptance Form for the Belmont County Prosecutor's Victim Assistance grant for the period of October 1, 2022 through September 30, 2023 as follows:

Award Number: 2022-VOCA-135104161: VOCA Award: \$31,226.00  
Award Number: 2022-SVAA-135104170: SVAA Award: \$ 6,640.00  
Upon roll call the vote was as follows:

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

RECESS

**C.A.R.E.S (Community Access, Resources, Education & Solutions) Program-**  
Tim Hall, Cumberland Trail Fire District #4 Fire Chief, announced a new program that will assist vulnerable residents in Belmont County. Chief Hall said he knew there had to be a better way to get definitive care and resources that the elderly residents needed. This will also allow residents to stay in the comfort of their own homes longer. Chief Hall recognized a few people who have worked on this over the year. They included the Belmont County Commissioners, Daniel Grady, CTFD Assistant Chief, Rob Sproul, Deputy Health Commissioner, Lisa Kazmirski, Executive Director of Senior Services of Belmont County, Jeff Felton, Director of Job and Family Services and Jeff Britton, CEO, Ohio Hills Health Centers. Chief Hall said the idea of providing extra help for the senior population came about from a conversation with a friend. “We were discussing some programs already in place in the county and how they could be expanded and improve the quality of life for the county’s more vulnerable residents,” said Chief Hall. A short time later a group of employees from CTFD were educated about the C.A.R.E.S program. He said, “At times we encounter residents in EMS that may not need an emergency service and they’re just not aware of the resources available to them, so they call 911. The program is countywide and is designed to also include other EMS departments in the county to assist them in their time of need, if requested.” CTFD are working in conjunction with the entities mentioned. Chief Hall said, “Whether it be assisting a resident with their prescriptions, setup of a medical alert device, installing grab rails in the bathroom, carbon monoxide detector, smoke detector or just needing assistance navigating the health care system with scheduling of doctor’s appointments and/or transportation. This program is the epitome of governmental agencies working together for the betterment of county residents.” He hopes to have the program in operation by November 1<sup>st</sup>. The program will be funded by the county and a grant from Access Tusc. The goal is for the program to eventually be self-funded through grants.

RECESS

**Rob Sproul, Belmont County Deputy Health Commissioner and Dr. Cholak, Health Commissioner**  
**Re: Breast Cancer Awareness Month Proclamation**  
Dr. Cholak said breast cancer is the 2<sup>nd</sup> leading cause of death in women next to skin cancer. Last year there were 264,000 cases of breast cancer in women and 2,400 cases in men. This resulted in 42,000 deaths in women and 50 deaths in men. Dr. Cholak said diagnosis is relatively easier now due to 3D mammography.

**IN THE MATTER OF ADOPTING THE PROCLAMATION**  
**IN RECOGNITION OF BREAST CANCER AWARENESS MONTH**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adopt the proclamation in honor of Breast Cancer Awareness month.

**Proclamation**

**National Breast Cancer Awareness Month**

**WHEREAS**, about 31% of the newly diagnosed cancers in women will be breast cancer. In 2022 an estimated 287,500 new cases of invasive and 51,400 new cases of non-invasive breast cancer are expected to be diagnosed; and  
**WHEREAS**, 1 in 8 (about 13%) women in the United States will develop breast cancer in her lifetime; and  
**WHEREAS**, since 1977 the five-year survival rate has increased from 75% to 90%. These steadily improving rates can be attributed to treatment advances and earlier detection through screening; and  
**WHEREAS**, at this time there are more than 3.8 million women with a history of breast cancer in the United States, including women still being treated and those who have completed treatment; and  
**WHEREAS**, we recognize breast cancer survivors, those battling the disease, their families, friends, and co-workers who are a source of love, encouragement, and support, and applaud the efforts of medical professionals and researchers working to find a cure for this deadly disease; and  
**WHEREAS**, National Breast Cancer Awareness Month is an opportunity to unite all citizens in Belmont County to raise awareness of the disease.  
**NOW, THEREFORE, BE IT RESOLVED** the Belmont County Commissioners do hereby recognize October as **BREAST CANCER AWARENESS MONTH** and call this observance to the attention of all our citizens.  
Adopted this 5<sup>th</sup> day of October, 2022.

**BELMONT COUNTY COMMISSIONERS**

*Jerry Echemann /s/*  
*J. P. Dutton /s/*  
*Josh Meyer /s/*

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 10:29 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 of public employees and ORC 121.22(G)(4) Collective Bargaining Exception.  
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 11:46 A.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 11:46 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 three motions to be considered.

**IN THE MATTER OF ACCEPTING THE RETIREMENT OF**  
**DANIEL CLARK, FULL-TIME DRIVER/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the retirement of Daniel Clark, full-time Driver (Medical) with Senior Services of Belmont County, effective September 30, 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  
KALEIGH GLENN, FULL-TIME COOK/SSOBC**

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Kaleigh Glenn, full-time Cook with Senior Services of Belmont County, effective October 17, 2022.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire William McGarry as full-time Utility Worker at the Belmont County Water & Sewer District, effective October 11, 2022.

Upon roll call the vote was as follows:

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

Mr. Meyer said the board will stand in recess until Road Improvement 1187 view and will reconvene Thursday at 9:00 for departmental budget hearings.

**IN THE MATTER OF THE VACATION OF  
A PORTION OF W. HOMER REED ROAD  
WARREN TWP. SEC. 36 & 25, T-8, R-6 AND  
SOMERSET TWP. SEC. 36 & 30, T-7, R-6/RD IMP 1187**

**Office of County Commissioners**

**Belmont County, Ohio**

**Journal Entry--Order Upon view of Proposed Improvement  
ORDER TO COUNTY ENGINEER  
Rev. Code. Sec. 5553.06**

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 5<sup>th</sup> day of October 2022, at the office of the Commissioners with the following members present:

Mr. Meyer  
Mr. Dutton  
Mr. Echemann

Mr. Meyer moved the adoption of the following:

**RESOLUTION**

WHEREAS, On the **5<sup>th</sup>** day of **October, 2022**, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

RESOLVED, That we do find and consider said improvement of sufficient public importance to instruct the County Engineer to make an accurate survey and plat of the same, and furnish an accurate and detailed description of the proposed improvement describing the center line and right of way lines thereof.

Said County Engineer shall also furnish an accurate and detailed description of each tract of land which he believes will be necessary to be taken in the event the proposed improvement be made, together with the name of each owner.

Said County Engineer shall also, at the time of making such survey, set stakes at the termini of each right of way line and at all angles between such termini, and at sufficient other points on the right of way lines so that the bounds of the proposed improvement may be discernible to property owners and other interested persons; and be it further

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the **12<sup>th</sup>** day of **October, 2022** the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, <sup>2</sup> and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted October 5, 2022

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

*"Locating," "establishing," "altering," "widening," "straightening," "vacating," or "changing direction of."*  
1. *Strike out the clause from "and feet," if a road is not to be located or established*

**Reconvened Thursday, October 6, 2022, at 9:07 a.m. with Commissioners Meyer, Dutton and Echemann present.**

**BUDGET HEARINGS**-Present: Jaclynn Smolenak, Fiscal Clerk  
2023 budget requests were reviewed with each department.

**ENGINEER'S**-Present: Terry Lively  
\$324,041.00 was requested from the General Fund for 2023. Mr. Lively said they have a lot of projects going on. He still needs to fill the position for one bridge crew worker and would still like to hire a Project Manager which is included in the budget for next year. Mr. Meyer advised the Auditor is implementing no carryover and minimal purchase orders going into 2023. Any carryover funds will go into the General Fund pot. If a department has any purchase orders going into 2023 they need to be accounted for and be for a specific use only, such as utilities. Mr. Dutton said the county will be continuing with the current wellness program. It is the best way to curtail rising insurance costs. Mr. Dutton asked if Mr. Lively would consider pay scales for non-union employees. This sets a ceiling on positions and can always be reviewed or frozen if a bad year. It also helps from a budget standpoint by knowing what salaries would be when budgeting. Mr. Lively said his office is working on updating job descriptions and will do a salary survey.

Mr. Meyer exited the budget hearing for another meeting and it continued.

October 5, 2022

Mr. Lively said 2 ½% raises were implemented in the last union contract and he also does the same for non-union employees.

**RECESS**

**PORT AUTHORITY**-Present: Larry Merry, Sherri Butler and Marissa Vetula

\$207,000 was requested for 2023. The Commissioners transferred \$230,000 this year to the Port Authority for matching funds for a grant for the Winding Hill Road project and also transferred funds for operational purposes for the remainder of 2022. The \$230,000 will be reimbursed by the state to the Port Authority at a future date. It was discussed if those funds will go back to the General Fund or left in the Port Authority's funds for next year for operational purposes and not appropriate funds for 2023. It will be discussed with the State Auditor on the best way to handle.

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 10:29 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 10:29 a.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 12th day of October, 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