

St. Clairsville, Ohio

September 28, 2022

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

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. Echemann 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 \$371,730.98

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A03.002 Jail-Salaries	\$121,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND O54 DEBT SERVICE-COUNTY ISSUES

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-9256-O054-O21.574 Transfers In	\$246,898.75

P05 WATER WORKS FUND AND N22 WWS CAPITAL IMPROVEMENT/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9022-N022-N08.574 Transfers In	\$216,675.00

P05 WATER WORKS FUND AND O62 USDA WATER BOND PAYMENT/BCSSD

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9262-O062-O08.574 Transfers In	\$500,000.00

P05 WATER WORKS FUND AND O63 USDA WATER BOND RESERVE FUND

FROM	TO	AMOUNT
E-3702-P005-P34.074 Transfers Out	R-9263-O063-O06.574 Transfers In	\$37,050.00

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$1,434.42

W98 CEBCO WELLNESS GRAND AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1498-W098-W17.000 2022 Expenses	R-0040-A000-A47.574 Transfers	\$1,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

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

****JANUARY 5, 2022****

A00 GENERAL FUND

E-0257-A015-A15.074	Transfers-Out	\$40,837.51
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T11 BEL CO. COMMISSIONERS C.D.B.G.

E-9702-T011-T06.000	Home Program Inc Expense	\$4,200.00
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****SEPTEMBER 28, 2022****

A00 GENERAL FUND

E-0051-A001-A02.002	Salaries-Employees	\$1,000.00
E-0051-A001-A09.000	Advertising and Printing	\$428.37
E-0111-A001-E02.002	Salary	\$1,003.22
E-0111-A001-E09.003	PERS	\$431.20
E-0131-A006-A02.002	Salaries	\$92,809.30
E-0131-A006-A13.003	PERS/SPRS	\$18,379.61
E-0181-A003-A02.000	Poll Workers Salary	\$4,256.00
E-0257-A015-A15.074	Transfers-Out	\$206,061.24

M78 TITLE IV-E REIMBURSEMENT

E-0400-M078-M05.000	Other Expenses	\$97,840.42
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N03 FEMA PROJECTS/ENGINEERS

E-9003-N003-N03.055	Engineering Services	\$12,495.92
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S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$46,500.00
E-0910-S033-S38.011	Contract Services	\$5,000.00
E-0910-S033-S40.000	Medical	\$4,500.00
E-0910-S033-S44.003	PERS/STRS	\$6,000.00

W80 PROSECUTORS-VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$1,434.42
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W98 CEBCO WELLNESS GRANT

E-1498-W098-W17.000	2022 Expenses	\$3,040.00
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SHERIFF/VARIOUS FUNDS

E-0131-A006-A07.000	Training	\$500.00
E-0131-A006-A09.000	Medical	\$186.42
E-0131-A006-A17.010	Cruisers	\$612.00
E-0131-A006-A20.000	False Alarms	\$2,050.00
E-0131-A006-A23.000	Background	\$384.00
E-0131-A006-A24.000	E-SORN	\$439.00
E-0131-A006-A26.000	K-9	\$300.00
E-0131-A006-A28.000	Shop with a Cop	\$150.00
E-0131-A006-A32.000	Warrant Fee	\$593.06
E-5100-S000-S01.010	Commissary	\$13,284.94
E-5101-S001-S06.000	CCW License	\$1,409.00
E-5101-S001-S07.012	CCW Equipment	\$970.00
E-9710-U010-U06.000	Reserve	\$3,537.50

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFER OF FUNDS FOR THE
WAIVED HOSPITALIZATION CHARGEBACKS FOR
THE MONTHS OF JULY, AUGUST AND SEPTEMBER 2022**

Motion made by Mr. Meyer, seconded by Mr. Echemann to make the following transfer of funds for Waived Hospitalization Chargebacks for the months of July, August and September 2022.

FROM		TO	
E-0256-A014-A08.006	GENERAL	R-9891-Y091-Y03.500	8,249.99
E-1600-B000-B13.006	DOG & KENNEL FUND	R-9891-Y091-Y03.500	666.66
County Health			
E-2210-E001-E15.006	COUNTY HEALTH	R-9891-Y091-Y03.500	83.35
E-2213-F075-F02.003	VITAL STATISTICS	R-9891-Y091-Y03.500	83.34
E-2215-F077-F01.002	REPRODUCTIVE HEALTH	R-9891-Y091-Y03.500	249.99
E-2218-G000-G06.003	FOOD SERVICE	R-9891-Y091-Y03.500	499.98
E-2510-H000-H16.006	PUBLIC ASSISTANCE	R-9891-Y091-Y03.500	4,500.00
E-2760-H010-H12.006	PUBLIC ASSISTANCE/CS	R-9891-Y091-Y03.500	750.00
E-1310-J000-J06.000	REAL ESTATE ASSESSMENT	R-9891-Y091-Y03.500	250.00
E-2812-K000-K20.006	MVGT-K11 ENGINEERS	R-9891-Y091-Y03.500	500.00
E-1810-L001-L14.000	SOIL AND WATER	R-9891-Y091-Y03.500	500.00
E-3702-P005-P31.000	WATER & SEWER WWS#3	R-9891-Y091-Y03.500	1,100.00
E-3705-P053-P15.000	WATER & SEWER SSD #2	R-9891-Y091-Y03.500	150.00
E-9799-S012-S02.006	PORT AUTHORITY	R-9891-Y091-Y03.500	250.00
E-8010-S030-S68.006	OAKVIEW JUVENILE REHAB	R-9891-Y091-Y03.500	750.00
E-0910-S033-S47.006	DISTRICT DETENTION	R-9891-Y091-Y03.500	833.32
E-2410-S066-S80.000	DEVELOPMENTAL DISABILITIES	R-9891-Y091-Y03.500	1,583.33
E-5005-S070-S06.006	SENIOR PROGRAM	R-9891-Y091-Y03.500	1,750.00
E-6010-S079-S07.006	CERT OF TITLE/CLK OF COURTS	R-9891-Y091-Y03.500	250.00
E-4110-T075-T52.008	WIC FRINGES	R-9891-Y091-Y03.500	250.00
	TOTAL		23,249.96

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.
CASINO REVENUE Q2 2022/GENERAL FUND-\$206,061.24 deposited into R-0010-A000-A06.500 on 07/29/2022.
REFUNDS AND REIMBURSEMENTS/ENGINEER'S OFFICE-\$428.37 deposited into R-0050-A000-A45.500 on 09/23/2022 (*Bid Advertisement for FEMA project*).
W98 CDBCO WELLNESS GRANT FUND-\$3,040.00 paid into R-1498-W098-W18.501, Grant-2022 on 09/26/2022.

W98 CEBCO WELLNESS/GENERAL FUND TRANSFER-\$1,000.00 transferred from the W98 CEBCO Wellness into R-0040-A000-A47.547 on 09/28/2022 *(To cover administrative costs paid to Cindy Stock out of general fund).*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to execute payment of Then and Now Certification dated September 28, 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. Echemann	Yes
Mr. Dutton	Absent

IN THE MATTER OF GRANTING PERMISSION FOR COUNTY EMPLOYEES TO TRAVEL

Motion made by Mr. Meyer, seconded by Mr. Echemann granting permission for county employees to travel as follows: **COURT OF COMMON PLEAS/PROBATE & JUVENILE DIVISION**-Amy Tonkovich and Michelle Linsey will be attending the Annual Probate Court Clerks Seminar on October 23-24, 2022.

SSOBC-Kay Driscoll and Tish Kinney to Marietta, OH, on October 7, 2022, for a senior outing on the Valley Gem Sternwheeler. Donna Steadman to Deersville, OH, on October 7, 2022, for a senior outing to Tappan Lake and Marina. Karen Rebecca to Hartville, OH, on October 13, 2022, for a senior outing to the Hartville Flea Market. County vehicles will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of September 21, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING ZOE RUSNAK AS PART-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Echemann to hire Zoe Rusnak as part-time Kennel Staff at the Belmont County Animal Shelter at pay grade 2, minimum step, effective October 2, 2022.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING JOHNITA JACKSON AS PART-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Echemann to hire Johnita Jackson as part-time Kennel Staff at the Belmont County Animal Shelter at pay grade 2, minimum step, effective October 2, 2022.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF DONATION FROM ANONYMOUS DONOR/ANIMAL SHELTER

Motion made by Mr. Meyer, seconded by Mr. Echemann to acknowledge receipt of a \$20,000.00 donation from an anonymous donor to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BELMONT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the contract between Belmont County Department of Job and Family Services and Belmont County Board of Developmental Disabilities for service coordination for children and their families of Belmont County, effective July 1, 2022 through June 30, 2023, in an amount not to exceed \$50,000.00.

Note: This contract is paid for from TANF funds.

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

Whereas, this contract entered into on the 28th day of September 2022, by and between the Belmont County Department of Job and Family Services (hereinafter referred to as "Purchaser") and the Belmont County Board of Developmental Disabilities (hereinafter referred to as "Contractor"), is for the purchase of the service coordination for children and their families of Belmont County.

I. Purpose

The purpose of this contract is the purchase of Service Coordination for use by the Belmont County Department of Job and Family Services. This contract is not intended to and does not establish a subrecipient or subgrantee relationship as those terms are defined in either OBM Circular A-133 or in the federal government management “common rule”.

II. Parties

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

Contractor: The Belmont County Board of Developmental Disabilities
68421 Hammond Road
St. Clairsville OH 43950
740-695-0407

III. Contract Period

This contract will be effective from July 1, 2022, through June 30, 2023

IV. Scope of Work

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

A. Contractor Responsibilities

The Contractor will provide Service Coordination to TANF eligible individuals. Service Coordination is not affiliated with any single system but the results impact family and community outcomes across all systems through a collaborative, coordinated, cross-system approach. The individual family service coordination process is family focused and strength based utilizing a wrap-around service delivery model. Service coordination provides a vehicle for families with multiple and complex problems to address their needs through a process that creates an intervention/treatment environment that eliminates duplication and provides both traditional services and natural supports.

1. The Service Coordinator will explain confidentiality, obtain releases of information allowing contacts with the family’s natural supports and professionals. The Service Coordinator will also be responsible for obtaining all necessary releases of information, prepare and review initial cluster packets, collect monthly reports from service providers and prepares summary of progress made toward achieving treatment goals.
2. Failure to fulfill the Contractor’s responsibilities may result in termination of this contract by the Purchaser per Article XXIII – Termination and Article XXIV – Breach of Contract.

B. Purchaser’s 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 communicate on a regular basis and will work to resolve any misunderstandings or problems that may arise. The Purchaser agrees to uphold all responsibilities outlined in this contract.
3. The Purchaser will pay all costs related to providing all services consistent with the provisions stated in Article VII.
4. The Purchaser will determine eligibility of all participants prior to receiving any services.
 - a. All participating families shall complete an application and be determined TANF eligible prior to receiving any services. Eligibility shall be determined by Belmont County JFS staff. The target population for TANF families living in Belmont County with one (1) or more minor children in the household and a gross monthly income at or below 200% of the federal poverty level. In addition, services must have a direct relationship with at least one (1) of the federal TANF purposes stated below:
 - i. To provide assistance to needy families so that children may be cared for in their own homes or homes of relatives.
 - ii. To end dependence of needy parents on governmental benefits by promoting job preparation, work and marriage.
 - iii. To prevent and reduce the incidence of out-of-wedlock pregnancies and establish numerical goals for preventing and reducing the incidence of these pregnancies.
 - iv. To encourage the formation of two parent families.

C. Contractual Reviews

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

D. Performance Reporting

The 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 the 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.

E. Evaluation and Monitoring

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

The Purchaser 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 or 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 and thus triggering the Purchaser’s right to termination, cancellation, rescission, modification, remuneration and/or repayment.

V. Availability of Funds

In no event shall the amount of reimbursement to the Contractor under the terms of this contract exceed \$50,000.00.

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

VI. Allowable Costs

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

VII. 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. 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 process the payment. Only service coordination provided in-person or via telephone or other electronic means (Skype, Zoom, Microsoft Teams, etc.) shall be reimbursable.

The Contractor will provide the following on each invoice:

1. Contractor’s name as it appears on this contract and purchase order; and
2. A mailing address and, if applicable, a remittance address; and
3. An invoice number; and
4. Date of invoice; and
5. Subtotals of units and cost of service provided to each child/family and grand total of all units and costs. Units are billed in quarter hour increments detailed per child/family at the rate listed below; and
6. The name of the child/family receiving service coordination and a summary of services provided including method of service delivery (in-person, phone, virtual, etc.).

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.

Activity	Unit Cost
1 Hour Service Coordination	\$53.46

VIII. Duplicate Billing

The Contractor warrants that claims made to the Purchaser for payment shall be for performance of actual services rendered 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 the use of multiple sources of funds, public or private, to serve participants as long as each service is not paid for more than once.

IX. Audit Responsibility and Repayment

The Contractor is responsible for receiving, replying to and complying with any audit exception be 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 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 the terms of 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 canceled 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.

X. Disposition of Assets

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

XI. Warranty

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

XII. Insurance

The 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 contract and at 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.

XIII. Notice

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

XIV. Available 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 law enforcement officials) and agencies of the United States government for at least seven (7) 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 resolved.

XV. 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 be only 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 prohibited.

XVI. 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 Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, the Contractor has not 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 discover 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, repayment or modifications.

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.

XVII. Compliance

The Contractor certifies that all who performs services, directly or indirectly, under this contract, including the Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OBM circulars, Ohio laws and regulations, including Ohio Administrative Code (OAC) rules and provisions.

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, if applicable.

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 this contract shall be void as of that date.

XVIII. Relationship

Nothing in this contract is intended, or shall be interpreted, to constitute a partnership, association or joint venture between the Contractor and Purchaser. The 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 the Purchaser or the Belmont County Board of Commissioners.

XIX. Assignments

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

XX. 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 event the Purchaser approves 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 the terms, conditions and covenants in this contract.

XXI. 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.

By mutual consent and with the approval of the Belmont County Board of Commissioners, this contract may be modified to expand or reduce the scope of work regarding Service Coordination as permitted by state and federal laws and regulations and local policies.

XXII. 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 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 performed after the date of termination shall be repaid in accordance with Article IX of this contract.

XXIII. 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.

XXIV. Waiver

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

XXV. Indemnification

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

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

XXVI. 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.

XXVII. 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.

XXVIII. 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 the 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 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 employee 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.

XXIX. Child Support Enforcement

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

XXX. 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 including 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.

XXXI. 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 under this contract while working will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

XXXII. Copeland "Anti-Kickback" Act

The Contractor will comply with 18 USC 874 as supplemented in the Department of Labor regulations 29 CFR Part 5.

XXXIII. Davis-Bacon Act

The Contractor will comply with 40 USC 276a to 276a-7 as supplement by the Department of Labor regulations 29 CFR Part 5.

XXXIV. 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 USC 327-330 as supplemented by the Department of Labor regulations 29 CFR Part 5.

XXXV. Public Records

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

XXXVI. Clean Air Act

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

XXXVII. Energy Efficient

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).

XXXVIII. Copyrights and Rights in Data

The Contractor shall comply with all applicable standards, orders or requirements issued under Title 17 USC (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).

XXXIX. Patent Rights

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

XL. Procurement

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

Signatures:

Jeffery L. Felton /s/
Jeffery L. Felton, Director
Belmont County Department of Job and Family Services
6814 Hammond Road
St. Clairsville OH 43950

9-26-2022
Date

Stephen L. Williams /s/
Stephen L. Williams, Superintendent
 BHN Alliance
 Belmont-Harrison-Noble County Boards of Developmental Disabilities
 68421 Hammond Road
 St. Clairsville OH 43950

9-26-22
Date

J. P. Dutton, Commissioner
 Belmont County Board of Commissioners

9-28-22
Date

Jerry Echemann /s/
Jerry Echemann, Commissioner
 Belmont County Board of Commissioners

9/28/22
Date

Josh Meyer /s/
Josh Meyer, Commissioner
 Belmont County Board of Commissioners

9/28/22
Date

Approved as to Form:
David K. Liberati /s/
Dave Liberati, Assistant County Prosecutor

9/28/22
Date

Belmont County Prosecutor's Office
 Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID AND ENTERING CONTRACT
 FOR ENGINEER'S PROJECT 22-8 BEL-CR44-1.41(WINDING HILL ROAD)
 SLIDE REPAIR WITH OHIO-WEST VIRGINIA EXCAVATING**

Motion made by Mr. Meyer, seconded by Mr. Echemann to award the bid and enter into contract for the Belmont County Engineer's Project 22-8: BEL-CR44-1.41 (Winding Hill Road) Slide Repair with Ohio-West Virginia Excavating, in the amount of \$142,263.00, based upon the recommendation of Terry Lively, County Engineer.

Note: Engineer's estimate: \$131,000.00.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
 BELMONT COUNTY ENGINEER'S
 PROJECT #22-8: BEL-CR44-1.41 SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 28th day of September, 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 CR44 (Winding Hill Road) and all related Work described by the Contract Documents.

All Work for BEL-CR44-1.41 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 #22-8: BEL-CR44-1.41 SLIDE REPAIR

PROJECT #22-8 TOTAL = \$142,263.00

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

OHIO - WEST VIRGINIA EXCAVATING CO.

Jerry Echemann /s/
Josh Meyer /s/

By: Brian Hendershot /s/
 Brian Hendershot, President

Print/Type Signature

BEL-CR44-1.41 WINDING HILL ROAD SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
88 SY	PAVEMENT REMOVED	\$22.00	\$1,936.00
33 CY	EXCAVATION	\$65.00	\$2,145.00
13 CY	EMBANKMENT	\$105.00	\$1,365.00
137 SY	SUBGRADE COMPACTION	\$10.00	\$1,370.00
1 EACH	ANCHOR ASSEMBLY, MGS TYPE E, APP, (NCHRP 350 OR MASH 2016)	\$3,000.00	\$3,000.00
1 EACH	ANCHOR ASSEMBLY, MGS TYPE T	\$1,600.00	\$1,600.00
112.5 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$50.00	\$5,625.00
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
12 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$335.00	\$4,020.00

41 CY	AGGREGATE BASE	\$110.00	\$4,510.00
14 GAL	TACK COAT (407)	\$8.00	\$112.00
8 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$350.00	\$2,800.00
0.04 MILE	EDGE LINE, 4" (642)	\$13,000.00	\$520.00
0.02 MILE	CENTER LINE (642)	\$25,000.00	\$500.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$10,000.00	\$10,000.00
595 FT	STEEL PILES, MISC.: HP12X53, FURNISHED, AS PER PLAN	\$68.00	\$40,460.00
9 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$400.00	\$3,600.00
68 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING, AS PER PLAN	\$95.00	\$6,460.00
48 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$135.00	\$6,480.00
442 FT	DRILLED SHAFTS, MISC.: D.S. 24" DIAMETER INTO & ABOVE BEDROCK, APP	\$70.00	\$30,940.00
88 SY	PAVEMENT FOR MAINTAINING TRAFFIC, CLASS B, AS PER PLAN	\$40.00	\$3,520.00
LUMP SUM	MAINTAINING TRAFFIC	\$5,000.00	\$5,000.00
LUMP SUM	MOBILIZATION	\$5,300.00	\$5,300.00
	BEL-CR44-1.41 TOTAL		\$142,263.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE CITY OF MARTINS FERRY'S APPLICATION FOR USE OF MUNICIPAL STREET FUND/VEHICLE LICENSE TAX

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the City of Martins Ferry's application (Part 2) in accordance with O.R.C. Section 4504.04 for the use of Municipal Street Fund/Vehicle License Tax in the amount of \$4,999.36, based upon the recommendation of Belmont County Engineer, Terry Lively, for paving improvements to N. 9th St. (Border Lane/Mackey Avenue to Ohio Avenue/St. Myers Housing).

Note: The estimated cost will be an additional \$4,999.36 for ordinance 2022-08, all of which will be used from this source. Total cost for both applications is \$80,311.36.

Upon roll call the vote was as follows:

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

IN THE MATTER OF THE VACATION OF A PORTION OF EAST AVE. & LOCUST ST. GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP 1188

Motion made by Mr. Meyer, seconded by Mr. Echemann to accept the following Public Road Petition for the vacation of a portion of East Avenue and Locust Street located in Goshen Township, Sec. 12, T-7, R-5 and recorded in Cabinet B Slide 213 in the Belmont County Recorder's office and hereby authorize the Clerk of the Board to establish the required date and time for the viewing and hearing and proceed with the Notice of Publication for the proposed vacation hereinafter known as Road Improvement #1188 in accordance with Ohio Revised Code Section 5553.04.

**PUBLIC ROAD PETITION
Rev. Code Sec. 5553.045
WITH PETITION
Belmont County, Ohio**

**June 16, 2022
IMP-1188**

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

The undersigned petitioners, freeholders of said county residing in the vicinity of the proposed improvement hereinafter described, represent that the public convenience and welfare require the Vacation of a portion of East Ave. & Locust St. in Cab B Slide 213

Goshen Twp. Sec. 12, T-7, R-5

A Public Road on the line hereinafter described, and make application to you to institute and order proper proceedings in the premises, for vacating such road, the same not being a road on the State Highway System.

The following is the general route and termini of said road:

Vacation of portion of East Ave. beginning at the northwest corner of parcel 09-01079.000 (38) and ending at the southwest corner of parcel 09-01079.000 (38). With a distance of 217 ft. and a width of 40ft.

Vacation of portion of Locust St beginning at the northwest corner of parcel 09-01083.000 (51) and ending at the northeast corner of parcel 09-01080.000 (48). With a distance of 182 ft. and width of 40ft.

PUBLIC ROAD PETITION

NAME (SIGN & PRINT)	TAX MAILING ADDRESS (PLEASE PRINT)
<u>Dennis Carleton /s/</u>	<u>209 Virginia ST</u>
<u>Dennis Carleton</u>	<u>Box 344 Bethesda, Ohio 43719</u>
<u>Bridget Usenick /s/</u>	<u>118 West Market St.</u>
<u>Bridget Usenick</u>	<u>Belmont, Ohio 43718</u>
<u>James F Cross /s/</u>	<u>42361 Belmont OH</u>
<u>James F Cross</u>	

<i>Cory Huntsman /s/</i>	123 Virginia St
Cory Huntsman	Bethesda, OH 43719
Debbie Huntsman	P.O. Box 154
<i>Debbie Huntsman /s/</i>	Bethesda, Oh. 43719
Derrick Pyle	208 Depot ST.
<i>Derrick Pyle /s/</i>	Bethesda OH 43719
<i>Rachel Pyle /s/</i>	208 DEPOT ST. P.O. Box 309
Rachel Pyle	BETHESDA, OH 43719
<i>Stephanie Bethel /s/</i>	42469 Green St.
Stephanie Bethel	Belmont, Oh 43718
Alison Bethel	64257 Lynn Avenue Belmont
<i>Alison Bethel /s/</i>	OH. 43718
Linda Reeves	312 Judson Street
<i>Linda Reeves /s/</i>	Bethesd, Oh 43719
Shirley Snyder	115 RR St.
<i>Shirley Snyder /s/</i>	Bethesda, Oh. 43719
Don Snyder	201 Summit St
<i>Don Snyder /s/</i>	Bethesda OH 43719
<i>Duane White /s/</i>	PO Box 362
Duane White	Bethesda, Oh 43719
James Flood	400 S Bridge St
<i>James Flood /s/</i>	Belmont, Oh 43718
<i>Dirk A. Davis /s/</i>	100 Reservoir Drive
Dirk A. Davis	Bethesda OHIO 43719

Upon roll call the vote was as follows:

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

**IN THE MATTER OF THE VACATION
OF A PORTION OF EAST AVE. & LOCUST ST.
GOSHEN TWP. SEC. 12, T-7, R-5/RD IMP 1188**

Office of County Commissioners

Belmont County, Ohio

**Journal Entry, Order Fixing Time and Place of View and of Final Hearing and Notice
Thereof on Public Road Petition
Rev. Code, Sec. 5553.05
RD. IMP. 1188**

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 28th day of September, 2022 at the office of the Commissioners with the following members present:

Mr. Meyer
Mr. Echemann

Mr. Meyer moved the adoption of the following:

RESOLUTION

WHEREAS, A Petition signed by at least twelve freeholders of the County residing in the vicinity of the proposed improvement has been presented to this Board of County Commissioners requesting said Board to vacate a portion of East Avenue and Locust Street, Goshen Township, Section 12, T-7, R-5.

RESOLVED, That the 12th day of October, 2022 at 12:30 o'clock P.M., be fixed as the date when we will view the proposed improvement, on which date we will meet at the site and go over the line of said proposed improvement; and be it further

RESOLVED, That the 20th day of October, 2022, at 9:30 o'clock A.M. be fixed as the date for a final hearing thereof, which hearing will be at the office of the Board; and be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to give notice of the time and place for both such view and hearing by publication once a week for two consecutive weeks in the Times Leader a newspaper published and having general circulation in the County, which said notice shall also state briefly the character of said proposed improvement.

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

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

Adopted September 28, 2022

Bonnie Zuzak /s/
Clerk, Belmont County, Ohio

1. "Locating," "establishing," "altering," "straightening," "vacating," or "changing the direction of."
2. "Locating," "establishing," "altering," "straighten," "vacate," or "change the direction of"
3. Insert "a part of," if so.

NOTICE OF TIME AND PLACE OF VIEW AND OF FINAL HEARING

**PUBLIC ROAD (by publication)
Rev. Code, Sec., 5553.05**

ROAD IMP. # 1188

Notice is hereby given that there is before the Board of County Commissioners of Belmont County, Ohio, the matter of the vacation of a portion of East Avenue and Locust Street located in Goshen Twp. Sec. 12, T-7, R-5, a public road, the general route and termini of which Road are as follows:

Vacation of portion of East Ave. beginning at the northwest corner of parcel 09-01079.000 (38) and ending at the southwest corner of parcel 09-01079.000 (38). With a distance of 217 ft. and a width of 40ft.

Vacation of portion of Locust St. beginning at the northwest corner of parcel 09-01083.000 (51) and ending at the northeast corner of parcel 09-01080.000 (48). With a distance of 182 ft. and width of 40ft.

Said Board of County Commissioners has fixed the 12th day of October, 2022, at 12:30 o'clock P.M., as the date when and the site as the place where said Board will view the proposed improvement and has also fixed the 20th day of October, 2022, at 9:30 o'clock A.M., at their office in the Court House of said County in St. Clairsville, Ohio as the time and place for the final hearing on said proposed improvement.

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

ADV. TIMES LEADER (2) Tuesdays – October 4, 2022 and October 11, 2022

IN THE MATTER OF ADOPTING RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR

**RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY AUDITOR
(BOARD OF COUNTY COMMISSIONERS)**

Rev. Code, Secs. 5705.34, .35

The Board of County Commissioners of Belmont County, Ohio, met in regular session on the 28th day of September, 2022, at the office of the Belmont County Commissioners with the following members present:

Mr. Meyer
Mr. Echemann

Mr. Meyer moved the adoption of the following Resolution:

WHEREAS, this Board of County Commissioners in accordance with the provisions of law has previously adopted a Tax Budget for the next succeeding fiscal year commencing January 1st, 2023; and

WHEREAS, the Budget Commission of Belmont County, Ohio, has certified its action thereon to this Board together with an estimate by the County Auditor of the rate of each tax necessary to be levied by this Board, and what part thereof is without, and what part within, the ten mill tax limitation; therefore, be it

RESOLVED, By the Board of County Commissioners of Belmont County, Ohio, that the amounts and rates, as determined by the Budget Commission in its certification, be and the same are hereby accepted; and be it further

RESOLVED, That there be and is hereby levied on the tax duplicate of said County the rate of each tax necessary to be levied within and without the ten mill limitation as follows:

SCHEDULE A

SUMMARY OF AMOUNTS REQUIRED FROM GENERAL PROPERTY TAX APPROVED BY BUDGET COMMISSION, AND COUNTY AUDITOR'S ESTIMATED TAX RATES

FUND	Amount Approved by Budget Commission Inside 10 M. Limitation	Amount to be Derived From Levies Outside 10 M. Limitation	County Auditor's Estimate of Tax Rate to be Levied	
			Inside 10 M. Limit	Outside 10 M. Limit
A. General Fund	\$4,684,760.74		2.30	
D. Children Service Fund		563,745.86		.65
E. Children Service Fund		621,855.18		.35
O. Mental Health Fund		2,220,915.40		1.25
Q. Developmental Disabilities (MRDD)		1,132,033.19		1.00
Q. Developmental Disabilities (MRDD)		2,435,011.03		2.00
Q. Developmental Disabilities (MRDD)		1,826,257.47		1.50
Q. Developmental Disabilities (MRDD)		3,447,116.94		2.50
Q.Senior Services		1,700,292.51		1.00
Q.Senior Services		2,550,438.76		1.50
Q.Road Construction Funds				
Q. Other-Misc. Construction Funds				
S. Relief/Welfare Special Levy Funds				
S. Child Welfare Services Special Levy Funds- Children Services				

S. Mental Health Special Levy Funds				
S. Airports and Commerce Special Levy Funds				
S. Special Levy Funds- Senior Citizens				
S. Other-Miscellaneous Special Levy Funds-MRDD				
S. Other Miscellaneous-911 Upgrade		1,708,040.90		1.00
Total	\$4,684,760.74	\$18,205,707.24	2.30	12.75

**SCHEDULE B
LEVIES OUTSIDE 10 MILL LIMITATION, EXCLUSIVE OF DEBT LEVIES**

FUND	Maximum Rate Authorized To Be Levied	County Auditor's Estimate of Yield of Levy (Carry to Schedule A, Column II)
GENERAL FUND: YEAR		
Current expense levy authorized by voters on Not to exceed Years.		
Current expense levy authorized by voters on Not to exceed Years		
Current expense levy authorized by voters on Not to exceed Years		
Current expense levy authorized by voters on Not to exceed Years		
TOTAL GENERAL FUND OUTSIDE 10 M. LIMITATION		
SPECIAL LEVY FUNDS:		
Levy authorized by voters on Mental Health 11/03/15 not to exceed 10 Years	1.25	2,220,915.40
Levy authorized by voters on Children Services 11/04/14 not to exceed 10 Years	.65	563,745.86
Levy authorized by voters on Children Services 11/03/15 not to exceed 10 Years	.35	621,855.18
Levy authorized by voters on Senior Services 11/08/16 not to exceed 5 Years	1.00	1,700,292.51
Levy authorized by voters on Senior Services 11/05/18 not to exceed 5 Years	1.50	2,550,438.76
Levy authorized by voters on MRDD 11/04/80 not to exceed Continuous Years	1.00	1,132,033.19
Levy authorized by voters on MRDD 05/07/85 not to exceed Continuous Years	2.00	2,435,011.03
Levy authorized by voters on MRDD 11/04/86 not to exceed Continuous Years	1.50	1,826,257.47
Levy authorized by voters on MRDD 05/04/99 not to exceed Continuous Years	2.50	3,447,116.94
Levy authorized by voters on 911 Upgrade not to exceed 5 Years 11/08/16	1.00	1,708,040.90
Levy authorized by voters on not to exceed 5 Years		
	12.75	18,205,707.24

And be it further

RESOLVED, That the Clerk of this Board be and she is hereby directed to certify a copy of this Resolution to the County Auditor of said County.

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

Mr. Meyer Yes
 Mr. Echemann Yes

Mr. Dutton _____ Absent
Adopted the 28th day of September, 2022
Year.

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

**IN THE MATTER OF APPROVING UTILITY VEHICLE
PURCHASE FOR SENIOR SERVICES OF BELMONT COUNTY**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve the purchase of a 2021 CFMOTO side-by-side utility vehicle from North Star Polaris, in the amount of \$15,300.00, for Senior Services of Belmont County, based upon the recommendation of Executive Director Lisa Kazmirski.

Note: This vehicle will be used for groundskeeping and snow removal at the main SSOBC office.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE ORDER OF ACKNOWLEDGMENT FROM
ALLEGHENY SHREDDERS/RECORDS CENTER AND ARCHIVES DEPARTMENT**

Motion made by Mr. Meyer, seconded by Mr. Echemann to approve and sign the order of acknowledgment from Allegheny Shredders in the amount of \$25,367.00 for a new 10 HP Shredder for the Belmont County Records Center and Archives Department.

Note: Shipping costs of \$1,419.00 included.

Upon roll call the vote was as follows:

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

IN THE MATTER OF DELTA DENTAL CONTRACT

Motion made by Mr. Meyer, seconded by Mr. Echemann to authorize Commission President Josh Meyer to sign the Delta Dental Contract for Belmont County effective January 1, 2023, for a two-year term.

Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:41 A.M.

Motion made by Mr. Meyer, seconded by Mr. Echemann 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.

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:00 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:00 a.m.

Upon roll call the vote was as follows:

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

Mr. Meyer said as a result of executive session there is no action to be considered at this time.

10:00 Bid Opening-Engineer's Project 22-15 BEL-CR46-1.85 (New Cut Road) Slide Repair

**IN THE MATTER OF BID OPENING FOR ENGINEER'S
PROJECT 22-15 BEL-CR46-1.85 (NEW CUT ROAD) SLIDE REPAIR**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners' Office for the Engineers Project 22-15 BEL-CR46-1.85 (New Cut Road) Slide Repair they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
Alan Stone Company State Route 339 Vincent, OH 45784	X	\$185,961.50
Ohio-West Virginia Excavating PO Box 128 Powhatan Point, OH 43942	X	\$164,238.00

Engineer's estimate: \$172,275.00

Present: Dan Boltz, Belmont County Assistant Engineer, Rich Smathers, Ohio-West Virginia Excavating and Jeremy White, Alan Stone Company.

Motion made by Mr. Meyer, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer's **Project 22-15 BEL-CR46-1.85 Slide Repair Project** to Belmont County Engineer Terry Lively for review and recommendation.

Upon roll call the vote was as follows:

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

RECESS

Reconvened Thursday, September 29, 2022, at 11:03 a.m. with Commissioners Meyer, Dutton and Echemann present.

BUDGET HEARINGS-Present: Jaclynn Smolenak, Fiscal Clerk and Lisa Vannoy, Assistant Clerk

2023 budget requests were reviewed with each department. Mr. Meyer advised all departments that the Auditor is implementing no carryover and minimal PO's going into 2023. Any carryover funds will go into the General Fund pot. If a department has PO's they need to be accounted for and attached to a contract. Auditor Henry suggested paying double on utility bills in December to avoid late fees in January, the Board of Commissioners are not in favor of this. Each department will need to follow the budget given. The Commissioners will not be a back-stop for shortages later in the year. Mr. Dutton asked each elected official or department head to encourage their employees to participate in the wellness program. It is the best way to curtail rising insurance costs. It also may help someone who gets a blood draw find out about underlying health issues. Mr. Dutton asked the elected officials to consider implementing pay scales for their department to make them more uniform throughout the departments.

RECORDER-Present: Jason Garczyk

\$287,040.00 was requested for 2023. If the budget allows, Mr. Garczyk will look at giving his staff increases in January. He has about 3% built in for it. There was a shortage of \$88,000 for the 2022 budget. The current document fee is \$4.00 per page, it can go up to \$8.00 per page. Those funds go into the tech fund and most of the office expenses are paid from this fund. Mr. Garczyk will look into increasing the fee next year.

CLERK OF COURTS-Present: Cynthia Fregiato

\$429,639.00 was requested for 2023, this does not include Mrs. Fregiato's salary. There is a shortage of \$35,800 in the 2022 budget due to raises given to staff. 3% was added to next year's budget for increases.

TREASURER-Present: Kathy Kelich

\$298,550.00 was requested for 2023. Extra was built in for supply line for envelopes and raises were budgeted for. The main printer will need replaced next year. The travel line also was increased due to Ms. Kelich having to attend monthly meetings for her association.

VETERANS-Present: Cindy Maupin

\$1,128,017.00 requested for 2023. The Veteran's budget should be figured by the Auditor's office, it is a percentage of millage of property taxes and this figure goes into a state report. Ms. Maupin does not get this figure in a timely manner. Ms. Maupin said the Auditor's office will not reimburse for taxes or pay late fees. She has been paying these out of her pocket.

RECESS

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 2:05 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Dutton to adjourn the meeting at 2:05 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 5th 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