

St. Clairsville, Ohio

November 30, 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.

Note: This meeting was not recorded due to machine not working.

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 \$317,364.01

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-0040-A002-G08.003 PERS	E-0040-A002-G02.002 Salaries-Employees	\$28,309.95
E-0052-A001-A94.010 Supplies	E-0052-A001-A91.003 PERS	\$1,801.83
E-0061-A002-B12.000 Other Expenses	E-0061-A002-B14.003 PERS	\$10,000.00
E-0131-A006-A04.002 Road-Salaries	E-0131-A006-A03.002 Jail-Salaries	\$80,971.00
E-0257-A017-A00.000 Contingencies	E-0040-A002-G02.002 Salaries-Employees	\$20,990.05

P05 WATER WORKS FUND/BCSSD

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-3702-P005-P31.000 Other Expenses	E-3702-P005-P45.000 Utilities	\$50,000.00

P53 SANITARY SEWER DISTRICT FUND/BCSSD

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-3705-P053-P15.000 Other Expenses	E-3705-P053-P07.011 Services	\$30,000.00
E-3705-P053-P15.000 Other Expenses	E-3705-P053-P18.013 York Renovations	\$350.00

S55 TARGETED COMM ALTERN TO PRISON/ADULT PROBATION

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-1545-S055-S01.000 Grant Expenses	E-1545-S055-S03.000 Salaries/Fringes	\$50,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

P53 SANITARY SEWER DISTRICT FUND AND O61 SEWER BOND RETIR/BCSSD

<u>FROM</u>	<u>TO</u>	<u>AMOUNT</u>
E-3705-P053-P16.074 Transfers Out	R-9261-O061-O04.574 Transfers In	\$66,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Meyer, seconded by Mr. Dutton to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the November 30, 2022, meeting:

A00 GENERAL FUND

E-0051-A001-A52.000	Admin Exp-Lodging Excise Tax	\$3,000.00
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H08 WIA AREA 16 FUND/BCDJFS

E-2610-H008-H20.000	WIOA Area 16 Exp/Adm.	\$40,900.00
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O61 SEWER BOND RETIREMENT/BCSSD

E-9261-O061-O06.050	OWDA Loan Payments	\$49,000.00
E-9261-O061-O07.051	OWDA Interest Payments	\$17,000.00

P90 LEPC FUND/EMA

E-1720-P090-P05.010	Clean up Supplies	\$1,424.50
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S30 OAKVIEW JUVENILE REHABILITATION

E-8010-S030-S54.000	Food	\$3,095.57
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S32 OAKVIEW JUVENILE-ACTIVITY FUND

E-8012-S032-S00.000	Activity Fund	\$156.16
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S33 DISTRICT DETENTION HOME/SARGUS

E-0910-S033-S33.002	Salaries	\$13,176.62
E-0910-S033-S39.000	Food Service Expenses	\$5,000.00
E-0910-S033-S44.003	OPERS/STRS	\$13,000.00

SHERIFF/VARIOUS FUNDS

E-0131-A006-A09.000	Medical	\$581.50
E-0131-A006-A17.010	Cruisers	\$4,918.39
E-0131-A006-A20.000	False Alarms	\$100.00
E-0131-A006-A24.000	E-SORN	\$785.00
E-0131-A006-A26.000	K-9	\$2,200.00
E-0131-A006-A28.000	Shop with a Cop	\$2,653.00
E-0131-A006-A32.000	Warrant Fee	\$568.47
E-0131-A006-A33.012	Equipment	\$1,000.00

E-5100-S000-S01.010	Commissary	\$16,365.88
E-5101-S001-S06.000	CCW License	\$502.00
E-5101-S001-S07.012	CCW Equipment	\$420.00
E-9710-U010-U06.000	Reserve	\$7,807.86

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. **ADMINISTRATION FEE LODGING TAX/GENERAL FUND-\$3,000.00** deposited into R-0050-A000-A03.500 on November 29, 2022. (*Administration Fee/Lodging Excise Tax for Third Quarter 2022*)

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 November 30, 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 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 November 22, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING TABITHA HENDERSHOT AS PART-TIME REGISTERED NURSE/JAIL

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Tabitha Hendershot as part-time Registered Nurse at the Belmont County Jail, effective December 8, 2022, at pay scale 13, minimum step.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING VEHICLE TRADE-IN AND PURCHASE FOR BUILDING AND GROUNDS DEPARTMENT

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the trade-in of a 2005 Chevrolet Trailblazer for a trade-in amount of \$2,500.00 and purchase one (1) 2022 GMC Colorado LT Pickup from Whiteside of St. Clairsville in the amount of \$33,715.00 (cost after \$4,700 rebate/factory incentive) for a total cost of \$31,215.00, for Belmont County Buildings and Grounds Department, based upon the recommendation of Director Scott Larkin.

Note: This vehicle is a replacement vehicle for their fleet.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION OF NOVEMBER 22, 2022, APPROVING THE PURCHASE OF ONE 2017 FORD EXPLORER/SHERIFF'S DEPARTMENT

Motion made by Mr. Meyer, seconded by Mr. Dutton to rescind the motion made on November 22, 2022, approving the purchase of one (1) 2017 Ford Explorer, for a cost of \$31,395.00, from Asia Motors, Inc., based upon the recommendation of Sheriff Dave Lucas.

Note: The car was purchased by another entity.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING VEHICLE PURCHASE FOR BELMONT COUNTY SHERIFF'S OFFICE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the purchase of one (1) 2019 Ford Explorer, for a cost of \$25,295.00, from Chicago Motors, Inc., based upon the recommendation of Sheriff Dave Lucas.

Note: This is an additional vehicle for their fleet and will be assigned to the Patrol Division. This will be paid for by the Belmont County Commissioners' General Fund.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SATISFACTION OF MORTGAGE BY SEPARATE INSTRUMENT FOR CHARLES AND ARETTA BALDWIN/BELOMAR

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the **Satisfaction of Mortgage By Separate Instrument** for Charles and Aretta Baldwin for a mortgage deed dated August 13, 2002, as recorded in Volume 0860 pages 138-141 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 13, 2002 and recorded in the Office of the Recorder of Belmont County, Ohio in Mortgage Volume 0860 at pages 138-141 and executed by Pamela Jackson to the undersigned, has been fully paid and satisfied and the Recorder is authorized to discharge the same of record property:

11-30-22
Date

Belmont County Commissioners:

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

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT WITH ERIE ENVIRONMENTAL, LLC/REHAB CENTER ASBESTOS REMOVAL PROJECT

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into contract with Erie Environmental, LLC in the amount of \$30,940.34 for the Belmont County Rehabilitation Center Asbestos Removal project.

ASBESTOS REMOVAL CONTRACT

This Agreement, made this 30th day of November, 2022 by and between Erie Environmental, LLC hereinafter called the "Contractor" and the Belmont County Commissioners hereinafter called the "BCC" for the consideration stated herein mutually as follows:

1. **STATEMENT OF WORK**

The Contractor shall furnish all supervision, labor, materials, machinery, tools, equipment and services and perform and complete all work in an efficient and workmanlike manner, as follows:

Description of Work

Complete asbestos abatement / disposal work at properties located at **68401 Hammond Road, St. Clairsville, Ohio (Parcel No. 32-03437.000)**; all in strict accordance with the local, state and federal regulations. Work is only permitted to take place during the regular business hours of the BCC unless other hours of operation are permitted by approved change order.

2. **THE CONTRACT PRICE**

The BCC will pay the Contractor for performance of the Contract, in current funds, the sum of **\$30,940.34**. The Contractor will bill the following costs based on the bid submitted per property.

The BCC before making payment, will require the Contractor performing the work to furnish the 10 Day Notification to Ohio EPA prior to work being started, All EPA Waste Shipment Records and releases of liens and/or receipts from any or all persons performing work and supplying material or services to the Contractor, for work under supplying material or services to the Contractor, for work under this Contract, if this is necessary to protect its interests.

3. **SUBCONTRACTING/ASSIGNMENT**

The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this Contract. Likewise, **assignment of this contract in whole or part is prohibited.**

4. **PERMITS AND CODES**

The Contractor shall give all notices required by, and comply with, all applicable laws, ordinances and codes of the Federal, State and Local Government and shall at his/her own expense, secure and pay the fees or charges for all permits required for the performance of the Contracted Work.

5. **CARE OF WORK**

The Contractor shall be responsible for all damages to persons or property as a result of his fault or negligence in connection with the performance of the work and shall be responsible for the proper care and protection of all work performed until completion and final acceptance, whether or not the same has been covered in whole or in part by payments made by the BCC. In the event damages are alleged to have occurred to adjacent property as a result of the Contractor's work and the Contractor cannot settle the matter informally with the adjacent property owner, the BCC reserves the right to either delay payment to the Contractor until the dispute is resolved or deduct from the amount owed under this contract, the amount necessary to correct such damages.

6. **VACATING OF BUILDINGS**

The structure(s) identified in the contract documents were vacant at the time of bidding. In the event the Contractor finds that any structure is not vacant, the Contractor shall immediately notify the BCC and shall not begin work until further directed by the BCC. No claim of extension of time or increased price will be considered because of occupancy of buildings. In case such occupancy is prolonged, the BCC reserves the right to terminate the contract. The Contractor shall inspect all buildings and structures to determine they are vacant prior to beginning work.

7. **CHANGES IN WORK**

a. The BCC may make changes in the work required to be performed by the Contractor by making additions thereto, by omitting work there from, or by changing requirements from those specified without invalidating this Contract and without relieving or releasing the Contractor from any of his/her obligations under this Contract. All such work shall be executed under the terms of the original contract unless it is expressly provided for otherwise by change order.

b. Except for the purpose of affording protection against an emergency endangering life or property, the Contractor shall make no change in scope of work, provide any extra or additional work, or supply additional labor, services or materials beyond that actually required for the execution of this Contract unless in pursuance of a written change order from the BCC authorizing the change. No claims for an adjustment of the contract price will be valid unless so ordered.

c. Each change order shall include in its final form, a description of the change in the work, the Contractor's definite statement as to the resulting change in the Contract price and/or time, and the statement that all work involved in the change shall be performed in accordance with the contract requirements except as modified by the change order. d. Any request for a change order, either by the BCC or Contractor, regardless of whether it involves an increase or decrease in work to be done, cost and/or time must be approved by the BCC, and signed by the BCC and Contractor. All change orders shall be made using forms provided by the BCC. Any agreements not signed as heretofore indicated shall be considered null and void. Unless otherwise specified, any change order resulting in an increase in cost shall be the responsibility of the BCC.

8. **ACCIDENT PREVENTION**

a. The Contractor shall exercise proper precaution at all times for the protection of persons or property, either on or off the site, which occur as a result of his performance of work. The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the BCC may determine to be reasonably necessary. Machinery, equipment, and all hazards shall be guarded in accordance with

the safety provisions of the "Manual of Accident Prevention for Construction" published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable local laws.

- b. The Contractor shall maintain an accurate record of all cases of deaths, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the Contract. The Contractor shall promptly furnish the BCC with reports concerning these matters.

9. **INDEMNIFICATION OF BCC**

The Contractor shall indemnify and save harmless the BCC from liability for any injury or damages to persons or property resulting from his performance of work under the contract.

10. **INSURANCE**

A. The Contractor shall, during the performance of the Work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Owner.

Worker's Compensation - Statutory requirements at the locations of work and in accordance with the Consultant's established program for employees.

Employer's Liability: - \$1,000,000 Bodily Injury by Accident (Each occurrence)
 - \$1,000,000 Bodily Injury by Disease (Policy Limit)
 - \$1,000,000 Bodily Injury by Disease (Each Person)

Comprehensive General Liability: - \$1,000,000/per occurrence; \$2,000,000/general aggregate

Automotive: - \$1,000,000 Combined / Single Limit per accident

Umbrella Liability: -\$5,000,000/aggregate

Pollution Liability: -\$2,000,000/Combined Single Limit

11. **INTEREST OF CERTAIN FEDERAL AND OTHER OFFICIALS**

No officer, employee, or member of the governing body of the BCC who exercises any functions or responsibilities in connection with the carrying out of this project to which this Contract pertains, shall have any private interest, direct or indirect, in this Contract.

12. **ORGANIZATIONAL CONFLICT OF INTEREST**

a. The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this Contract and a prospective contractor's organizational, financial, contractual or other interests are such that:

- 1. award of this Contract may result in an unfair competitive advantage;
- 2. the Contractor's objectivity in performing the contract work may be impaired; or
- 3. the Contractor has disclosed all relevant information and requested the BCC to make a determination with respect to this Contract.

b. The Contractor agrees that if after award he/she discovers an organizational conflict of interest with respect to this Contract, he/she shall make an immediate and full disclosure in writing to the BCC which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The BCC may, however, terminate this Contract for the convenience of the BCC if it would be in the best interest of the BCC.

c. In the event the Contractor was aware of an organizational conflict of interest prior to the award of this Contract and intentionally did not disclose the conflict to the BCC, the BCC may terminate the Contract for default.

d. The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the BCC and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance of work under this Contract.

13. **EQUAL EMPLOYMENT OPPORTUNITY**

Contractor certifies that it has adopted an Equal Employment Opportunity policy and it is in full compliance with applicable federal, state and local laws, rules and regulations in the area of non-discrimination in employment.

14. **MINORITY HIRING GOAL**

Contractor shall make good faith effort to employ minority persons in the completion of the project. Contractor shall goal for minority participation is 5.5%.

15. **DRUG-FREE WORKPLACE**

Contractor certifies that it has enrolled in and has implemented an Ohio Bureau of Workman's Compensation drug-free program, either Drug-Free Safety Program or has adopted and implemented a comparable program.

16. **INSPECTION BY BCC**

The BCC shall have the right to inspect the work at all times and at the completion thereof.

17. **PAYMENT**

An invoice for payment shall be submitted only after all work under this project is complete and the BCC has inspected and approved the condition of the work site. The following shall accompany the invoice for payment:

- a. receipts from the Stateapproved disposal site where debris under this Contract was taken by the Contractor for disposal; and
- b. certification of lien releases and waiver of claim from subcontractors and/or suppliers.

Progress payments shall not be permitted, only a single final and full payment after work has been completed and approved shall be made.

18. **TIME FOR COMPLETION**

The work, which the Contractor is required to perform under this Contract, shall be fully 100 percent completed within **forty-five (45) consecutive calendar days** following execution of this contract. **No extension of time shall be granted or excusable delays permitted for any reason whatsoever unless by approved change order.** Liquidated damages in the amount of \$50.00 per day for each calendar day beyond forty-five (45) days shall be deducted from the contract amount. The BCC shall not be obligated to notify the contractor in advance when liquidated damages begin to accrue.

Event	Date(s)
Advertise for Bidders	October 24 & 31, 2022
Mandatory Pre-Bid Meeting	November 2, 2022 at 10:00 A.M.
Questions Submission Deadline	November 4, 2022 by 5:00 P.M.
Bid Opening	November 9, 2022 at 10:00 P.M.
Bid Evaluation/Recommendation	November 15, 2022
Contract Award	November 30, 2022
Notice to Proceed	TBD

19. **EXCUSABLE DELAYS**

The contractor shall not be charged with liquidated damages for any delays in the completion of work due:

- a. To any acts of the Government; including controls or restrictions upon or requisitioning of materials, equipment, tools, or labor by reason of war, National Defense, or any other national emergency.
- b. To any acts of the BCC;

- c. To causes not reasonably foreseeable by the parties to this Contract at the time of the execution of the Contract which are beyond the control and without the fault or negligence of the Contractor; including but not restricted to, acts of God or of the public enemy, acts of another contractor in the performance of some other contract with the owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones, and other extreme weather conditions; and,
- d. To any delay of a subcontractor occasioned by any of the causes specified in subparagraph a., b., and c. above. Provided, however, that the contractor promptly (within 10 days) notifies the BCC in writing of the cause of the delay. If the facts show the delay to be properly excusable under the terms of this Contract, the BCC shall extend the contract time by a period commensurate with the period of excusable delay to the completion of the work as a whole.

20. **STATE PREVAILING WAGE RATE**

The Contractor shall comply with State Prevailing Wage Rates and Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborer employed in construction work financed with grant funds.

21. **TERMINATION OF CONTRACT**

The BCC may terminate this Contract at any time for cause or convenience by giving written notice of such to the Contractor 10 days in advance of such termination as follows:

a. **Termination of Clause**

If the Contractor should breach this Contract or fail to perform the services required by the Contract, the BCC may terminate the Contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail to remedy the breach within the time allotted by the BCC, the Contract may be terminated by the BCC at any time thereafter upon written notice to the Contractor or, in the alternative, the BCC may give such extension of time to remedy the breach as the BCC determines to be in its best interest. The BCC's forbearance by not terminating the Contract for a breach of contract shall not constitute a waiver of the BCC's right to terminate nor acquiescence in future act or omissions by the Contractor of a like nature. If the Contract is terminated for cause, breach of contract or failure to perform, the Contractor may be subject to a claim by the BCC for the costs and expenses incurred in securing a replacement Contractor to fulfill the obligations of the contract.

b. **Termination of Convenience**

The contract may be terminated by the BCC in whole or in part for the convenience of the BCC without a breach of Contract by delivering to Contractor a written notice of termination specifying the extent to which performance under this Contract is terminated and the effective date of the termination. Upon receipt of such a notice of termination, the Contractor must stop work, including but not limited to work performed by subcontractors and consultants, at such time and to the extent specified in the notice of termination. If the Contract is terminated in whole or in part for the convenience of the BCC, the Contractor shall be entitled only to payment for work done prior to the notice of termination and thereafter shall be entitled to payment for work, if any, not terminated, but shall not be entitled to lost profits for the portions of the Contract which were terminated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

CONTRACTOR:

Erie Environmental LLC

By: Jacob Cramer /s/ Jacob Cramer

Title: Owner/Operator

BELMONT COUNTY COMMISSIONERS

By: Jerry Echemann /s/

By: J. P. Dutton /s/

By: Josh Meyer /s/

APPROVED AS TO FORM:

By: David K. Liberati /s/

David Liberati, Assistant Prosecutor

Certificate of Fund Availability:

By: Cindi L. Henry /s/

Cindi Henry

Upon roll call the vote was as follows:

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

Mr. Meyer noted this will be paid for by the Brownfield Grant.

IN THE MATTER OF ENTERING INTO PROFESSIONAL SERVICES AGREEMENT BETWEEN BELMONT COUNTY BOARD OF COMMISSIONERS, GUERNSEY COUNTY BOARD OF COMMISSIONERS AND E. L. ROBINSON ENGINEERING CO. FOR WATER STUDY

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter into a Professional Services Agreement between Belmont County Board of Commissioners, Guernsey County Board of Commissioners and E.L. Robinson Engineering Co., in the amount of \$58,000.00 for a water study and report for the Hendrysburg and Fairview area.

Note: Belmont and Guernsey County will split the cost equally.

October 24, 2022

Board of Commissioners of Belmont County, Ohio
Josh Meyer, J.P. Dutton, Jerry Echemann
101 West Main Street
St. Clairsville, OH 43950

Board of Commissioners of Guernsey County, Ohio
Dave Wilson, Skip Gardner, Jack Marlin
627 Wheeling Avenue #300
Cambridge, OH 43725

Professional Services Agreement for Hendrysburg and Fairview Water Study & Report

Dear Board of Commissioners of Belmont and Guernsey Counties:

We appreciate your selection of E.L. Robinson Engineering Co. (ELR) team to do this project and offer the following proposal for your consideration.

Proposed Scope

The services to be performed by ELR in accordance with this agreement are attached as Appendix I.

Payment

ELR's fee for these professional services will be a lump sum of **\$58,000.00**.

Reimbursable expenses (i.e., prints, reproductions, photos, mileage, consultant fees, etc.) are included in the price shown for professional services.

Schedule

ELR is authorized to begin rendering services as of the effective date of this agreement.

ELR will furnish six (6) copies of the report within one hundred twenty (120) days of the effective date and review it with the Board of Commissioners of Belmont and Guernsey Counties.

ELR will revise the report in response to comments and furnish six (6) final copies of the revised report after completion of review with the Board of Commissioners of Belmont and Guernsey Counties.

Invoicing

Invoices will be submitted monthly based on ELR's estimate of job progress. Belmont County and Guernsey County will both be invoiced simultaneously and equally. All invoices are due and payable within thirty (30) days of receipt.

In addition, ELR may suspend services under this agreement until all outstanding invoices have been paid in full.

Future Agreements

Any future agreements, especially for a typical design and construction project, shall be on EJCDC documents as required by multiple funding sources. Those agreements will also be subject to current fiscal year billable rates.

This effective date of this agreement shall be the date once all parties have executed this agreement.

We look forward to your favorable review of this agreement and look forward to working with you.

Sincerely,

Brandon Conley, P.E.
Project Manager
E.L. Robinson Engineering Co.

JOSH MEYER, J. P. DUTTON, JERRY EICHEMANN
Board of Commissioners of Belmont County, Ohio Designated Representative
[Signature] 11/30/2022
Signature Date

DAVID L. WILSON
Board of Commissioners of Guernsey County, Ohio Designated Representative
[Signature] 12/1/2022
Signature Date

APPROVED AS TO FORM:
[Signature]
PROSECUTING ATTORNEY
COMMISSIONER: Jack Martin
Ed R. [Signature]

Upon roll call the vote was as follows:

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

Mr. Meyer said they are looking at the possibility of extending water service to those areas.

IN THE MATTER OF APPROVING THE PURCHASE OF PERFORMANCE

OF SERVICES CONTRACT WITH KENDALL BEHAVIORAL SOLUTIONS/BCDJFS

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the Purchase of Performance of Services contract between Belmont County Department of Job & Family Services and Kendall Behavioral Solutions, in the not to exceed amount of \$30,000.00, effective December 1, 2022 through June 30, 2023 to provide Behavioral Support and Crisis Services.

Note: This will be paid for by the Foster Parent & Retention Grant and will help address the behavioral health needs of foster children placed in county licensed foster homes.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
Purchase of the Performance of Services Contract
Behavioral Support and Crisis Services**

Whereas, this contract, entered into on this **30th** day of **November, 2022**, by and between the Belmont County Department of Job and Family Services (hereinafter “Agency”) and Kendall Behavioral Solutions (hereinafter “Contractor”), is for the purchase of the performance of the following services: crisis and ongoing behavioral health to assist foster families in dealing with problematic child behaviors while in foster care.

I PURPOSE

Belmont County Department of Job and Family Services is the lead and fiscal agency in a 4-county foster care and recruitment grant. Counties include Belmont, Harrison, Carroll, and Jefferson. Referrals for services will originate in Belmont, Harrison, and Carroll Counties. The purpose of these services is to address the behavioral health needs of children placed in county licensed foster homes with the long-term goal of preserving placements and increasing foster family’s willingness to accept placement of children with challenging behaviors.

II PARTIES

The parties to this agreement are as follows:

- Agency:** The Belmont County Department of Job and Family Services
68145 Hammond Road
St. Clairsville, OH 43950
740-695-1075
- Contractor:** Kendall Behavioral Solutions
800 Walnut Street
Martins Ferry, OH 43935
740-609-5072

III CONTRACT PERIOD

This contract and its terms are effective December 1, 2022, to 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 which 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 an individual who has been determined to be eligible to participate in and who is receiving foster care services in agency licensed foster homes in Belmont, Harrison, and Carroll Counties.

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.

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

A. Contractor Responsibilities

1. Contractor will accept referrals from staff of the three counties listed above for children placed in county licensed foster homes. Services will include, but not necessarily limited to, behavior management, consultation, follow-up, and crisis services. Services may be provided in-person or virtually.
2. Contractor responsibilities include: conducting assessments of children and youth in foster homes, meeting with foster parents, developing and implementing intervention plans, ongoing monitoring and revisions (if necessary) of plans, being available via phone or in person during crises, providing reports to staff of referring agencies, etc.,
3. Contractor agrees to provide agency with an emergency contact number.
4. Contractor agrees that all records, documents and client records processed by provider under this contract are confidential and shall be handled per applicable guidelines.
5. Contractor agrees that they 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.
6. Contractor shall meet all service requirements of this contract.
7. Contractor’s failure to perform services as required herein is a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’s right to remuneration and repayment for any funds paid pursuant to this contract for services not performed as required herein.
8. Contractor shall comply with all performance reporting and monitoring procedures, as stated in this contract. Contractor’s failure to comply with this mandatory reporting and monitoring will be a breach of this contract, thus triggering Agency’s right to terminate, cancel, rescind, and modify this contract as well as Agency’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. Agency Responsibilities

1. Agencies will refer eligible families to the contractor.
2. Agency will monitor 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, performance of services under this contract must meet the following standards:

Contractor will meet, either virtually or in person with foster families referred for services within 48 hours of the time of referral.

D. Performance Reporting

1. Contractor will complete monthly billing and provide to the Agency an invoice for services provided and incorporated into this agreement. These reports are due on the 10th of the following month and will include all required information for the entire prior month, from the 1st to the last day of that month.

2. Agency agrees to compensate contractor a case rate of one-thousand dollars (\$1,000.00) per month for each child receiving services. Cases initially referred after the 15th of a month will receive shall receive \$125.00 for each hour of service provided, subsequent months will be reimbursed at the above case rate.
3. Monthly invoices will include the Name of the Foster Family and child being served and the hours of service provide.

E. Evaluation and Monitoring

Agency shall periodically evaluate Contractor's performance of its duties as expressed in this contract. Periodic evaluation may include but is not limited to both off - and on-site activities including file inspection, program observation, and participant and trainer interviews and focus groups. Agency will provide Contractor with notice prior to any evaluation or monitoring activity. Contractor's compliance with evaluation and monitoring requirements is part of its required performance of this contract. 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, triggering Agency's rights of termination, cancellation, rescission, modification, remuneration and repayment.

VI AVAILABILITY OF FUNDS

Payments for performance of services provided pursuant to this agreement are contingent upon the continued availability of funds. In no event shall the amount of reimbursement to Contractor under the terms of this contract exceed **\$30,000**.

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

VII ALLOWABLE COSTS

Agency 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 10th day of the following month. Failure to submit this information on time may be a breach of this contract. Agency 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, Agency may choose to modify this contract so that proportional payment, as defined in Article IV, is made.

IX DUPLICATE BILLING

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

X AUDIT RESPONSIBILITY AND REPAYMENT

Contractor is responsible for receiving, replying to and complying with any audit exception by federal, State of Ohio, or local audit directly related to the performance of this contract. Audits may be 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.

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

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

XI DISPOSITION OF ASSETS

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

XII WARRANTY

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

XIII INSURANCE

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

XIV NOTICE

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

XV AVAILABILITY AND RETENTION OF RECORDS

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

XVI CONFIDENTIALITY

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

XVII CONFLICT OF INTEREST AND DISCLOSURE

Nothing in this contract precludes, prevents or restricts Contractor from obtaining and operating under other agreements with parties other than Agency, as long as this other work does not interfere with Contractor's performance of services under this contract.

Contractor warrants that at the time of executing this contract, it has no interest in and never shall it acquire any interest, direct or otherwise, in any agreement which will impede its ability to perform as provided in this agreement. Contractor further avers that no financial interest was involved on the part of any of Agency's offices, Board of County Commissioners or other county employees involved in the negotiation of this agreement or the development of its provisions. Furthermore, Contractor has no knowledge of any situation that would be a conflict of interest. It is understood that a conflict of interest occurs when an employee of Agency will gain financially or receive personal favors as a result of the signing or implementation of this contract.

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

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

XVIII COMPLIANCE

Contractor certifies that all who perform services, directly or indirectly, under this contract, including Contractor and all approved subcontractors, shall comply with all federal laws and regulations, including applicable OMB circulars, Ohio laws and regulations, including Ohio Administrative Code rules and all provisions of the BCDJFS's policy in the performance of work under this contract. Contractor accepts full responsibility for payment of any and all unemployment compensation premiums, all income tax deductions, pension deductions, and any and all other taxes or payroll deductions required for the performance of the work required hereunder by Contractor's employees. Contractor shall obtain all necessary approval, licenses or other qualifications necessary to conduct business in the State of Ohio prior to the effective date of this contract or this contract shall be void as of that date.

XIX RELATIONSHIP

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

XX ASSIGNMENTS

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

XXI SUBCONTRACTS

Contractor shall not subcontract the performance of services agreed to in this contract, or any part thereof, without the express, prior, written approval of Agency. In the event Agency approves of a subcontract of all or part of the performance required herein, 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. 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 other party prior to the effective date of termination. Should Contractor wish to terminate this contract, notice to Agency must be delivered thirty (30) days prior to the effective date of the termination. Any funds paid under this contract for services to be performed after the date of termination shall be repaid in accordance with Article X of this agreement.

XXIV BREACH OF CONTRACT

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

XXV WAIVER

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

XXVI INDEMNIFICATION

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

XXVII GOVERNING LAW AND FORUM

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

XXVIII SEVERABILITY

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

XXIX NON-DISCRIMINATION

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

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

XXX CHILD SUPPORT ENFORCEMENT

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

XXXI PUBLIC ASSISTANCE WORK PROGRAM CUSTOMERS

In compliance with the Ohio Revised Code, Contractor agrees not to discriminate against customers of the Ohio Works First Program in either hiring or promoting. Contractor agrees to include this provision in any contract, subcontract, grant or procedure with any other party that will be providing services, directly or indirectly, to Agency's Ohio Works First customers.

XXXII DRUG-FREE WORKPLACE

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

XXXIII COPELAND “ANTI-KICKBACK” ACT

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

XXXIV DAVIS-BACON ACT

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

XXXV CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

XXXVI PUBLIC RECORDS

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

XXXVII CLEAN AIR ACT

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

XXXVIII ENERGY EFFICIENCY

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

XXXIX COPYRIGHTS AND RIGHTS IN DATA

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

XL PATENT RIGHTS

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

XLI PROCUREMENT

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

SIGNATURES

<u>Jeffery Felton /s/</u>	<u>11/28/2022</u>
Jeffery L. Felton, Director Belmont County Department of Job and Family Services	Date
<u>J. P. Dutton /s/</u>	<u>11/30/22</u>
J.P. Dutton, Belmont County Commissioner	Date
<u>Josh Meyer /s/</u>	<u>11/30/2022</u>
Josh Meyer, Belmont County Commissioner	Date
<u>Jerry Echemann /s/</u>	<u>11-30-22</u>
Jerry Echemann, Belmont County Commissioner	Date
<u>Katie Kendall /s/</u>	<u>11/28/2022</u>
Kendall Behavior Solutions	Date
<u>David K. Liberati /s/</u>	<u>11/29/2022</u>
Approved as to form: 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 APPROVING THE SUBMITTAL OF AN APPLICATION FOR CAPITAL IMPRIVEMENT JAIL PROJECTS WITH OHIO DEPARTMENT OF REHABILITATION AND CORRECTION/BUREAU OF ADULT DETENTION FOR JAIL EXPANSION/UPGRADE

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve and sign the submittal of an application for funding for Capital Improvement Local Jail Projects with the Ohio Department of Rehabilitation and Correction/Bureau of Adult Detention for Jail Expansion/Upgrade.

Upon roll call the vote was as follows:

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

Mr. Meyer said this is a \$50 million statewide grant.

IN THE MATTER OF APPROVING THE HEAP OUTREACH AAA9 NOTIFICAION OF GRANT AWARD HOME ENERGY ASSISTANCE PROGRAM/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the Heap Outreach AAA9 Notification of Grant Award Home Energy Assistance Program, in the amount of \$2,325.00, on behalf of Senior Services of Belmont County.

Note: This grant will cover outreach, information and assistance in completing assistance applications for the HEAP Program.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE SUBMITTAL OF AN APPLICATION FOR COMMUNITY BASED SERVICES TITLE III FUNDING/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the submittal of an application for Community Based Services Title III funding available through the American Recovery Plan Act (ARPA) with Area Agency on Aging Region 9, Inc., for enhanced services and programs for Senior Services of Belmont County. Upon roll call the vote was as follows:

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

Lisa Kazmirski, Executive Director of SSOBC, said this funding will cover additional programs they don't have.

IN THE MATTER OF APPROVING THE GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE 2021 COMMUNITY DEVELOPMENT BLOCK GRANT

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the grant agreement with the Ohio Department of Development for the 2021 Community Development Block Grant (CDBG), Grant Number B-C-21-1AG-1, in the amount of \$212,000.00 for the period beginning December 1, 2021 and ending April 30, 2024. Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE 2021 HOME INVESTMENT PARTNERSHIP PROGRAM

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and authorize Commission President Josh Meyer to sign the grant agreement with the Ohio Department of Development for the 2021 Home Investments Partnership (HOME) Program, Grant Number B-C-21-1AG-2, in the amount of \$488,000.00 for the period beginning December 1, 2021 and ending April 30, 2024. Upon roll call the vote was as follows:

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

OPEN PUBLIC FORUM-Doug Giffen, Martins Ferry, asked the Commissioners for some "feel good" news for the year. Mr. Meyer said he is still optimistic about the cracker plant, sales tax revenue has increased and we are on the back side of COVID. He added we continue to work on building a new Health Department and Records Center. Mr. Meyer said, "It's been a very good year." Mr. Dutton said things are going well from a County Government standpoint. He noted several funding grants have been received such as the Brownfield Grant, several grants for road projects, a grant for a sewer project and the Courthouse Plaza project. Mr. Echemann said casino revenue is also up and the County Engineer is migrating from working on slips to paving. Mr. Meyer explained they are working in conjunction with the County Engineer on getting grant funding. He added the water and sewer projects through the USDA funding are being completed. He said the Directors of the county have done a great job and there are a lot of good people working for the county. Mr. Dutton said there is a lot of good work from county residents who are on county boards.

RECESS

Cares Coordinator-Jamie Betts, the new Cares Coordinator, was introduced. Mr. Meyer said Mr. Betts has served as a paramedic and an EMT since 2013. He is also working on getting his degree in nursing. Mr. Meyer said this has been a collaborative effort between Cumberland Trail Fire District, Belmont County Job and Family Services, Senior Services of Belmont County, Belmont County Health Department and other agencies in the county. Cumberland Trail Fire District Fire Chief Tim Hall said he appreciates the commitment of the Board of Commissioners to the program and helping get it implemented. Chief Hall said the program was modeled after one in Tuscarawas County. Mr. Meyer noted the program will be self-funded over a period of time.

RECESS

Jackee Pugh, Exec. Director, Belmont County Tourism Council, Inc.
Re: Quarterly Tourism Report

IN THE MATTER OF QUARTERLY TOURISM REPORT

Ms. Pugh said their brand strategy for the coming year is "Small Towns, Big Communities." She said Belmont County is known for small town hospitality and the Tourism office plays an integral role in showcasing the county. Outdoor recreation and activities continued to bring tourist to Belmont County over the summer and fall. Ms. Pugh said, "Visitor volume and spending, although they were significantly impacted during COVID, are now on the rebound." She said the Tourism office is involved in the planning for adding additional attractions to Belmont County through the \$500 million grant funding from the state for Appalachian counties.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:15 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to enter executive session with Katie Bayness, HR Administrator (via phone), 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. Dutton	Yes
Mr. Echemann	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 10:37 A.M.

Motion made by Mr. Meyer, seconded by Mr. Dutton to exit executive session at 10:37 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 motions that will be considered after the budget hearing.

RECESS

SHERIFF'S BUDGET HEARING-Present, Sheriff Lucas, Kitty Jo Paboucek, Jaclynn Smolenak and Lisa Vannoy, Ed Diorio, Channel 9 and Robert DeFrank, Times Leader.
\$8,836,567 requested for 2023. Includes the union contract increase, cruiser purchases and housing of inmates for 2023. Funds are also received through the year from background checks, warrant fees, K-9, training CPT funds, false alarms, dive team, etc. Some of these funds are used for office supplies, transport and training. Ms. Paboucek said medical expenses have increased, meal cost increased from \$2.19 per meal to \$2.90 per meal. Mr. Dutton said there will a transition process with the change of having no carry over per the Auditor. He encouraged participation in the Wellness Program. It is a way to manage health care costs and is a health benefit to the employee.

RECESS

Mr. Meyer said as a result of the earlier executive session there are four motions to be considered.

IN THE MATTER OF ACCEPTING THE RESIGNATION OF GARY ZAVATSKY AS DISTRIBUTION MANAGER/WATER & SEWER DISTRICT

Motion made by Mr. Meyer, seconded by Mr. Dutton to accept the resignation of Gary Zavatsky as Distribution Manager at the Belmont County Water and Sewer District, effective December 2, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROMOTION OF CHRISTINA ALBUS FROM FULL-TIME COOK TO FULL-TIME DRIVER (NUTRITION)/SSOBC

Motion made by Mr. Meyer, seconded by Mr. Dutton to approve the promotion of Christina Albus from full-time Cook to full-time Driver (Nutrition) at Senior Services of Belmont County, effective November 28, 2022.

Upon roll call the vote was as follows:

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

IN THE MATTER OF RESCINDING MOTION OF NOVEMBER 16, 2022, APPROVING THE HIRING OF PEYTON FINNEY AS PART-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to rescind the motion made on November 16, 2022, hiring Peyton Finney as part-time Kennel Staff at the Belmont County Animal Shelter, effective December 5, 2022, at pay grade 2, minimum step.

Upon roll call the vote was as follows:

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

IN THE MATTER OF HIRING LANCE PIPER AS PART-TIME KENNEL STAFF

Motion made by Mr. Meyer, seconded by Mr. Dutton to hire Lance Piper as part-time Kennel Staff at the Belmont County Animal Shelter, effective December 2, 2022, at pay grade 2, minimum step.

Note: This is a replacement position.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:35 P.M.**

Motion made by Mr. Meyer, seconded by Mr. Echemann to adjourn the meeting at 12:35 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 7th day of December, 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