

St. Clairsville, Ohio

January 11, 2023

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

MEETINGS ARE NOW BEING RECORDED
ALL DISCUSSIONS ARE SUMMARIZED. FOR COMPLETE PROCEEDINGS
PLEASE SEE CORRESPONDING CD FOR THIS MEETING DAY.

IN THE MATTER OF APPROVING RECAPITULATION
OF VOUCHERS FOR THE VARIOUS FUNDS

Motion made by Mr. Dutton, 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 \$1,357,656.74

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS WITHIN FUND

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

A00 GENERAL FUND

FROM	TO	AMOUNT
E-0051-A001-A09.000 Advertising and Printing	E-0051-A001-A34.000 CCAO	\$165.00
E-0081-A002-D12.000 Other Expenses	E-0081-A002-D11.004 Workers Comp	\$4,302.34

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S53.000 Medical	\$2,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S59.000 Fuel/Utilities	\$5,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S60.000 Maintenance	\$5,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S66.003 PERS	\$10,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S68.006 Hospitalization	\$20,000.00
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S70.000 Medicare	\$1,500.00

Y91 EMPLOYER'S SHARE HOLDING ACCOUNT

FROM	TO	AMOUNT
E-9891-Y091-Y01.006 Hospitalization	E-9891-Y091-Y12.500 HSA Fund	\$62.90

Upon roll call the vote was as follows:

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

IN THE MATTER OF TRANSFERS BETWEEN FUND

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

A00 GENERAL FUND AND E01 COUNTY HEALTH

FROM	TO	AMOUNT
E-0051-A001-A10.000 Professional Services	R-2210-E001-E17.574 Transfers In	\$5,833.33

A00 GENERAL FUND AND S86 NORTHERN COURT-GEN SPEC. PROJECTS

FROM	TO	AMOUNT
E-0041-A002-H01.002 Salary Probation Officer	R-1561-S086-S03.500 Transfers In	\$25,000.00

A00 GENERAL FUND AND S87 EASTERN COURT-GEN SPEC. PROJECTS

FROM	TO	AMOUNT
E-0041-A002-H01.002 Salary Probation Officer	R-1571-S087-S06.574 Transfers In	\$25,000.00

A00 GENERAL FUND AND S88 WESTERN COURT-GEN SPEC. PROJECTS

FROM	TO	AMOUNT
E-0041-A002-H01.002 Salary Probation Officer	R-1551-S088-S05.574 Transfers In	\$25,000.00

K00 M.V.G.T. FUND AND O39 BONE RETIREMENT/ENGINEER

FROM	TO	AMOUNT
E-2813-K000-K40.074 Transfers Out	R-9218-O039-O05.574 Transfers In	\$19,217.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF ADDITIONAL APPROPRIATIONS

Motion made by Mr. Dutton, 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 dates:

****JANUARY 10, 2023****

GENERAL FUND

E-0051-A001-A15.012	Sheriff's Cruisers	\$83,524.00
E-0051-A001-A51.000	Oil and Gas-Commrs	\$82,395.68
E-0054-A006-F11.012	Equipment	\$10,042.17
E-0111-A001-E02.002	Salary	\$1,846.01
E-0111-A001-E04.010	Supplies	\$197.06
E-0111-A001-E09.003	PERS	\$460.39
E-0131-A006-A26.000	K-9 Expenses	\$6,019.22
E-0131-A006-A27.000	Dive Team	\$1,700.00
E-0131-A006-A28.000	Shop with a Cop	\$13,897.00
E-0131-A006-A29.000	Mounted	\$3,500.00
E-0135-A007-B01.010	Explorers	\$5,135.00
E-0141-A001-C12.000	Banking Fees	\$5,000.00

H05 WORKFORCE DEVELOPMENT FUND/BCDJFS

E-2600-H005-H01.000	In-School Youth	\$224,564.00
E-2600-H005-H02.000	Out of School Youth	\$127,020.00

E-2600-H005-H04.000	Dislocated Worker	\$448,416.00
<u>H08 WIA AREA 16 FUND/BCDJFS</u>		
E-2610-H008-H01.000	Belmont Co. DJFS-WIA	\$1,612,266.00
E-2610-H008-H02.000	Carroll Co. DJFS-WIA	\$596,386.00
E-2610-H008-H03.000	Harrison Co. DJFS-WIA	\$340,859.00
E-2610-H008-H20.000	WIOA Area 16 Exp/Adm	\$420,489.00
<u>O39 BOND RETIREMENT/ENGINEERS</u>		
E-9218-O039-O01.050	Principal Bond Payments	\$1,000,000.00
E-9218-O039-O07.000	Issuance Costs	\$3,220.00
<u>S56 PROBATION SERVICES GRANT/ADULT PROBATION</u>		
E-1546-S056-S04.001	Salary/Fringes	\$74,737.96
<u>W80 PROSECUTOR’S-VICTIM PROGRAM</u>		
E-1511-W080-P02.010	Supplies	\$52.94
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other	\$132.00
<u>**JANUARY 11, 2023**</u>		
<u>GENERAL FUND</u>		
E-0056-A006-E04.011	Contract Services	\$1,662.62
<u>E10 911 FUND</u>		
E-2200-E010-E07.000	Other Expenses	\$2,174.93
<u>E11 9-1-1 WIRELESS</u>		
E-2301-E011-E01.011	Contract Services	\$11,026.21
<u>H05 WORKFORCE DEVELOPMENT FUND/BCDJFS</u>		
E-2600-H005-H02.000	Out of School Youth	\$147,980.00
E-2600-H005-H03.000	Adult	\$598,005.00
E-2600-H005-H09.000	Other	\$66,281.00
<u>H08 WIA AREA 16 FUND/BCDJFS</u>		
E-2610-H008-H04.000	Jefferson Co. DJFS-WIA	\$1,442,473.00
E-2610-H008-H09.000	BRN Funds	\$189,261.00
E-2610-H008-H20.000	WIOA Area 16 Exp/Adm	\$93,681.00
<u>L05 WATERSHED COORDINATOR/BSWCD</u>		
E-1815-L005-L01.002	Salaries	\$10,000.00
E-1815-L005-L15.006	Hospitalization	\$7,000.00
<u>N14 SSA CAPITAL IMPROVEMENTS/BCSSD</u>		
E-9014-N014-N05.005	Contract Projects	\$897,905.62
E-9014-N014-N12.000	USDA Sewer Projects	\$141,038.82
<u>O04 USDA-SSD BOND PAYMENT RESERVE/BCSSD</u>		
E-9201-O004-O01.050	Principal Payments	\$155,455.00
E-9201-O004-O02.051	Interest Payments	\$200,000.00
<u>O39 BOND RETIREMENT/ENGINEERS</u>		
E-9218-O039-O01.050	Principal Bond Payments	\$1,000,000.00
E-9218-O039-O02.051	Interest Payment	\$22,437.50
E-9218-O039-O07.000	Issuance Costs	\$1,655.00
E-9218-O039-O08.000	Underwriters Discount	\$1,695.00
<u>S30 OAKVIEW JUVENILE REHABILITATION</u>		
E-8010-S030-S40.000	Grant Holding Account	\$362,694.95
E-8010-S030-S54.000	Food	\$3,231.30
<u>S32 OAKVIEW JUVENILE-ACTIVITY FUND</u>		
E-8012-S032-S00.000	Activity Fund	\$121.04
<u>S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION</u>		
E-1520-S077-S01.002	Salaries	\$34,773.50
E-1520-S077-S02.005	Medicare	\$504.00
E-1520-S077-S03.003	PERS	\$3,076.76
E-1520-S077-S04.006	Hospitalization	\$6,368.00
<u>S86 NORTHERN COURT-GENERAL SPEC. PROJECT</u>		
E-1561-S086-S01.002	Special Projects-Salaries	\$25,000.00
<u>S87 EASTERN COURT-GENERAL SPEC. PROJECT</u>		
E-1571-S087-S01.002	Special Projects-Salaries	\$25,000.00
<u>S88 WESTERN COURT-GENERAL SPEC. PROJECT</u>		
E-1551-S088-S01.002	Special Projects-Salaries	\$25,000.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF Y-95 EMPLOYERS SHARE PERS/

HOLDING ACCOUNT CHARGEBACKS FOR DECEMBER 2022

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of December 2022.

General fund			
AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	4,792.59
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	0.00
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,041.60
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	4,395.87
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	7,136.82
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	476.00

COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	6,863.79
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	4,100.49
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	1,536.88
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	7,293.17
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	10,403.45
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	852.98
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	116.46
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	822.08
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	5,669.52
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,874.38
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,052.71
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	1,489.43
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	6,225.16
PROSECUTING ATTNYP	E-0111-A001-E09.003	R-9895-Y095-Y01.500	7,507.21
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	3,653.83
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	24,808.72
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	2,931.05
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,279.05
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	3,950.98
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	4,568.70
BD OF ELECT/EMPLY	E-0181-A003-A09.003	R-9895-Y095-Y01.500	3,478.47
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	14.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	647.37
			119,982.76
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	1,952.74
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	3,856.52
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	0.00
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	612.23
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	307.36
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	0.00
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	719.34
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	0.00
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	0.00
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	0.00
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	0.00
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	390.14
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	428.23
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	647.04
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	0.00
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	114.14
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	149.07
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	380.52
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	592.44
COVID-19 Vaccinations	E-2240-F092-F01.002	R-9895-Y095-Y01.500	330.95
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,453.44
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	240.48
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	0.00

HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	53,524.32
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	0.00
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	8,270.90
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,731.52
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	4,451.76
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	14,376.04
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	4,830.82
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	1,607.88
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	324.80
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,221.14
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	0.00
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	0.00
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	992.78
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	1,023.84
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	0.00
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,548.46
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	19,935.23
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	4,501.45
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	1,550.76
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	10,056.38
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	11,455.33
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	4,876.42
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	16.16
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	1,436.37
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,493.90
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	39,102.32
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	23,021.85
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	670.92
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	0.00
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	2,942.80
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	632.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	538.46
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	538.64
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	0.00
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	98.56
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,002.32
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	269.24
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	0.00
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	3,389.76
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	555.03
			356,145.56

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to execute payment of Then and Now Certification dated January 11, 2023, 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. Dutton	Yes
Mr. Echemann	Yes

J.P. Dutton, President, Belmont County Commissioners
Jerry Echemann /s/
Jerry Echemann, Vice President, Belmont County Commissioners
Josh Meyer /s/
Josh Meyer, Belmont County Commissioner

Date
1-11-23
Date
1/11/23
Date

Lisa Kazmirski, Executive Director, SSOBC
FOR ADDUS HOMECARE

Date

Diane Kumarich, Senior Vice President of Payer Innovations
APPROVED AS TO FORM:
David K. Liberati /s/ Assist PA
PROSECUTING ATTORNEY

Date

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AN EXTENSION/RENEWAL
CONTRACT FOR HOMEMAKER/PERSONAL CARE SERVICES
WITH JUST RIGHT HOMECARE, INC/SSOBC**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into an extension/renewal of the contract for Homemaker/Personal Care Services, effective March 1, 2022 to February 28, 2023, between the Belmont County Board of Commissioners dba Senior Services of Belmont County and Just Right Homecare, Inc., to extend the current contract through February 29, 2024.

INTENT TO EXTEND CONTRACT TERM

The Agreement for Purchase of the Performance of Services namely Homemaker/Personal Care Services, between Belmont County Commissioners dba Senior Services of Belmont County (SSOBC) (Purchaser) and Just Right Homecare, Inc. (Contractor) will hereby be extended for an additional year based on the agreement of both parties.
The original contract period was March 1, 2022, through February 28, 2023. It is the intent of both parties to extend the contract for an additional term, as allowed for in the original agreement, of March 1, 2023 through February 29, 2024.

FOR BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS dba SSSOBC:

J. P. Dutton /s/
J.P. Dutton, President, Belmont County Commissioners
Jerry Echemann /s/
Jerry Echemann, Vice President, Belmont County Commissioners
Josh Meyer /s/
Josh Meyer, Belmont County Commissioner

1/11/23
Date
1-11-23
Date
1/11/23
Date

Lisa Kazmirski, Executive Director, SSOBC
FOR JUST RIGHT HOMECARE, INC.

Date

Janice L. Ross, President
APPROVED AS TO FORM:
David K. Liberati /s/ Assist PA
PROSECUTING ATTORNEY

Date

Upon roll call the vote was as follows:

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

Mr. Dutton said SSOBC relies on these two vendors quite a bit for a much needed service.

**IN THE MATTER OF APPROVING THE MEMORANDUM OF UNDERSTANDING
BETWEEN BELMONT COUNTY BOARD OF COMMISSIONERS, BELMONT COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES AND CUMBERLAND TRAIL FIRE DISTRICT #4**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the Memorandum of Understanding between the Belmont County Board of Commissioners, Belmont County Department of Job and Family Services and the Cumberland Trail Fire District #4 to provide support and start-up funding of \$10,000.00, effective January 1, 2023 to December 31, 2023, for the Belmont County Community Access, Resources, Education and Solutions (CARES) program.

Note: This will be paid for by BCDJFS ARPA Adult Protective Services allocation.

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE BELMONT COUNTY BOARD OF COUNTY COMMISSIONERS,
THE BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES
AND THE CUMBERLAND TRAIL FIRE DISTRICT #4**

This Memorandum of Understanding is entered into on the 11th day of **January 2023** by and between the **Belmont County Board of County Commissioners** (hereinafter referred to as “Board”); the **Belmont County Department of Job and Family Services** (hereinafter referred to as “Agency”); and the **Cumberland Trail Fire District #4** (hereinafter referred to as “Provider”) to provide support and initial funding for the **Belmont County Community Access, Resources, Education and Solutions (CARES) program.**
In consideration of the mutual benefits received by all parties through the execution of the Memorandum of Understanding, the parties do hereby agree as follows:

1. The Belmont County Board of County Commissioners serve as the co-appointing authority with the Belmont County Department of Job and Family Services. The Board is not financially obligated to fund the terms of this Memorandum of Understanding. Their approval and signature on this MOU serve as their agreement to the terms and conditions set forth herein.
2. The Agency recognizes the need and importance of the CARES Program to its clients and the Belmont County Community as a whole.
3. The CARES Program is under the management and control of the Cumberland Trail Fire District #4, a lawfully organized and recognized political subdivision of the State of Ohio. The CARES Program was initiated in the fall of 2022 to provide the necessary resources to help the residents of Belmont County obtain the necessary resources to live healthy and productive lives with an emphasis on assisting the elderly and aged population.
4. The Agency agrees to provide start-up funding of \$10,000.00 to the Provider to assist in the operation of the CARES Program through its initial start-up.
5. The terms of this financial assistance is January 1, 2023-December 31, 2023 and will be paid to the Provider upon invoicing the Agency and upon the funding allocation being made available to the Agency by the Ohio Department of Job and Family Services.

6. This MOU is contingent upon available funding to the Agency and does not guarantee that the agreement will continue in subsequent years.

Our signatures below express our agreement to the terms and conditions set forth above under this Memorandum of Understanding.

<u>Jeffery L. Felton /s/</u>	<u>1/4/2023</u>
Jeffery L. Felton Director	Date
Belmont County Department of Job and Family Services	
<u>Tim Hall /s/</u>	<u>12/28/22</u>
Tim Hall, Fire Chief	Date
Cumberland Trail Fire District #4	
<u>J. P. Dutton /s/</u>	<u>1/11/23</u>
J. P. Dutton	Date
Belmont County Commissioner	
<u>Jerry Echemann /s/</u>	<u>1-11-23</u>
Jerry Echemann	Date
Belmont County Commissioner	
<u>Josh Meyer /s/</u>	<u>1/11/23</u>
Josh Meyer	Date
Belmont County Commissioner	
Approved as to Form:	
<u>David K. Liberati /s/</u>	<u>1-12-23</u>
David Liberati, Assistant Prosecutor	Date
Belmont County Prosecutor’s Office	
Upon roll call the vote was as follows:	

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

Mr. Dutton said this is a new program in Belmont County.

**IN THE MATTER OF APPROVING PROPOSAL FROM
MICHAEL BAKER INTERNATIONAL/HAB CENTER DEMO**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve proposal from Michael Baker International, in the amount of \$4,000.00, for professional services for the Rehabilitation Center Demolition Project located at 68401 Hammond Road.
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING CHANGE ORDER NO. 6 FROM
BORDER PATROL, LLC, FOR THE LITTLE MCMAHON CREEK
BOOSTER PUMP STATION PROJECT/WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Change Order No. 6 from Border Patrol, LLC, for the Little McMahon Creek Booster Pump Station Project for an increase of \$54,336.00, for a new contract total of \$2,628,605.00 and change the substantial completion date to April 30, 2023 and final completion date to May 31, 2023, based upon the recommendation of Kelly Porter, Belmont County Water & Sewer District Director.
Note: This change order is for miscellaneous items to complete the pump station (low suction limit switch, sump pump with pipe/fittings, eye bolts, weatherproof access hubs for generator connections, pipe supports and grating openings for valve access) and potholing to locate existing 24” waterline as part of the additional 4,000’ waterline replacement. The additional cost will be paid for through the USDA project funding.

CHANGE ORDER NO.: 6

Owner:

Engineer:

Contractor:

Project:

Contract Name:

Date Issued:

Belmont Co. Water and Sewer District

Poggemeyer Design Group

Border Patrol, LLC

Belmont County Water and Sewer District

Little McMahon Creek Booster Pump Station

12/22/2022

Owner's Project No.:

Engineer's Project No.:

Contractor's Project No.:

Effective Date of Change Order:

310700-00010

1/4/2023

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

Description:

Additional Miscellaneous Items to complete Booster PS – Add \$19,236

Potholing existing WL Extension – Add \$1,170 ea. X 30 = \$35,100

Attachments: Contractor and supplier proposals

Change in Contract Price

Original Contract Price:

\$ 1,256,552.00

[Increase] [Decrease] from previously approved Change Orders No. 1 to No.5:

\$ 1,317,7117.00

Contract Price prior to this Change Order:

\$ 2,574,269.00

[Increase] [Decrease] this Change Order:

\$ 54,336.00

Contract Price incorporating this Change Order:

\$ 2,628,605.00

Change in Contract Times

[State Contract Times as either a specific date or a number of days]

Original Contract Times:

Substantial Completion: November 26, 2021

Ready for final payment: December 27, 2021

[Increase] [Decrease] from previously approved Change Orders No.1 to No.5:

Substantial Completion: September 15, 2022

Ready for final payment: October 15, 2022

Contract Times prior to this Change Order:

Substantial Completion: December 31, 2022

Ready for final payment: May 31, 2023

[Increase] [Decrease] this Change Order:

Substantial Completion: April 30, 2023

Ready for final payment: May 31, 2023

Contract Times with all approved Change Orders:

Substantial Completion: April 30, 2023

Ready for final payment: May 31, 2023

Recommended by Engineer (if required)

By: Thomas J Borck, PE

Title: Thomas J Borck

Date:

Digitally signed by Thomas J Borck

DN: C=US, E=tborck@kleinfelder.com,

O=Poggemeyer Design Group,

CN=Thomas J Borck

Date: 2023.01.05 15:14:42-05'00'

Accepted by Contractor

Sole Member

1/5/2022

Approved by Funding Agency (if applicable)

Authorized by Owner

By:

X

John Echemann

X

Title: BELMONT CO. COMMISSIONERS

Date: 1-11-23

EJCDC® C-941, Change Order EJCDC® C-941, Change Order, Rev.1.

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Upon roll call the vote was as follows:

Mr. Dutton

Mr. Echemann

Mr. Meyer

Yes

Yes

Yes

Mr. Dutton said they are wrapping up the USDA projects. They have been working on them for the past five years and hope to have them done by the end of the year.

IN THE MATTER OF ENTERING INTO THE NATUREWORKS LOCAL ASSISTANCE GRANT AGREEMENT WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES/DOG PARK

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the NatureWorks Local Assistance Grant Agreement with the Ohio Department of Natural Resources, in the not to exceed amount of \$27,341.00, to install fencing, two pavilions and parking lot for the dog park.

NATUREWORKS LOCAL ASSISTANCE
GRANT AGREEMENT

This Agreement is between the **OHIO DEPARTMENT OF NATURAL RESOURCES**, acting through its Office of Real Estate and Land Management, ("**ODNR**") with offices located at 2045 Morse Rd., Bldg. E, Columbus, OH, 43229, and **Belmont County Commissioners**, which is located at 101 West Main Street, St. Clairsville, Ohio 43950 ("**Grantee**").

Grantee is an applicant who submitted a grant proposal (the "Grant Proposal") to ODNR for this grant program. Under R.C. § 1501.01 and §1557.06, ODNR may provide grants to eligible applicants for capital improvements for the acquisition, construction, reconstruction, expansion, improvement, planning, and equipping of capital projects that enhance the use and enjoyment of natural resources by individuals. Grantee has met the application requirements and has been approved by ODNR as eligible to receive this grant. Grantee will undertake the following with funding from this grant:

Install fencing, 2 pavilions and parking lot for dog park

The parties therefore agree as follows:

1. **AWARD.** ODNR hereby agrees to: (1) provide Grantee funding assistance not to exceed **\$ 27,341.00** from Ohio's fiscal allocations made available under the provisions of Amended Substitute House Bill No. 687, and pursuant to Ohio Revised Code Section 1557.06, the NatureWorks Local Assistance Grant Program; (2) upon receipt of tangible proof of actual eligible costs paid by the Grantee in performing this Agreement, reimburse the Grantee funds equal to no more than seventy-five percent of such eligible costs incurred in the performance and completion of the deliverables detailed in the attached Exhibit A, Boundary Map (the "Project").
2. **PERFORMANCE OF PROJECT.** Grantee shall perform its duties and responsibilities under this Agreement in compliance with the terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal, incorporated herein by reference as though fully set forth herein, as well as the terms set forth in this Agreement. Grantee shall: (1) perform in compliance with the terms, promises, conditions, construction plans, specifications, estimates, procedures, maps, and assurances set forth in the Grant Proposal; (2) comply with all applicable federal, state and local laws and regulations; (3) promptly submit to the ODNR such reports and documents as ODNR may request; (4) establish a separate special account for the funds for the acquisition and/or development of the Project; (5) not change any of the terms, promises, conditions, plans, specifications, estimates, procedures, maps, or assurances set forth in the Grant Proposal unless the proposed change is approved by ODNR; (6) report any and all income gained on the Property or facilities during the Project Period; and (7) prominently display a NatureWorks acknowledgment sign at the site or facility acquired or developed with NatureWorks Local Grant Fund Program assistance. ODNR reserves the right to audit the special account created by Grantee, pursuant to Section 15, either during or after completion of the Project.

3. **NOTICE.** All notices, consents, and communications required hereunder (each, a “Notice”) shall be in writing and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (FedEx, UPS, etc.) with receipt; or 4) sent by fax or email. Notices shall be deemed given upon receipt thereof and shall be sent to the addresses below. Notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. Any party may change its address for receipt of Notices upon notice to the other party. If delivery cannot be made at any address designated for Notices, a Notice shall be deemed given on the date on which delivery at such address is attempted.

Grantee Contact:	ODNR Contact:
Josh Meyer Local Project Coordinator Belmont County Commissioners 101 West Main Street St. Clairsville, Ohio 43950 (740) 699-2148 jmeyer@belmontcountyohio.org	Dee Burlison Program Manager ODNR Office of Real Estate & Land Management 2045 Morse Road, E-2 Columbus, Ohio 43229 614-265-6834 Dolores.Burlison@dnr.ohio.gov

4. **PERIOD OF PERFORMANCE.** Implementation of the Project shall not commence until this Agreement is effective. This Agreement shall be effective as of the date on which it is signed by an authorized representative of ODNR. ODNR shall not be responsible for any costs incurred by the Grantee prior to the date this Agreement becomes effective. This Agreement shall terminate on December 31, 2024, unless modified by the mutual, written consent of both parties before that date or otherwise terminated as provided herein. The period between the Effective Date and the Termination Date shall be referred to herein as the “Project Period.” Grantee shall complete all work on the Project on or before December 31, 2024.
5. **COMPLIANCE WITH ODNR PROCEDURES.** ODNR and the Grantee mutually agree to perform this Agreement in accordance with the policies and procedures set forth by ODNR, and the guidelines set forth in the NatureWorks Local Assistance Grant Program Procedural Guide and Application (hereinafter “Procedural Guide” and “Application”). Failure to comply with or show sufficient progress in complying with the Procedural Guide and Application may result in the termination of this Agreement. ODNR may issue instructions, interpretations, or additional guidelines as necessary for effective program performance. Project assistance may be terminated in whole or in part at any time within the Project Period if ODNR determines that Grantee has failed to comply with this Agreement. Grantee will be promptly notified in writing of such findings and given reasons for this action. Grantee shall follow its own requirements relating to bid guarantees, performance bonds and payment bonds, and insurance.
6. **NO RESTRICTIONS OF RECORD.** Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens, or other matters that would interfere with or otherwise impair the use of the property as described in Exhibit A (the “Boundary Map”) attached hereto, on which the Project will be located and developed to enhance the use of natural resources (the “Property”). If the Property is to be

acquired with the funding assistance granted pursuant to this Agreement, Grantee shall not permit any encumbrances, liens, or other matters that would interfere with or otherwise impair the use of the Property for the Project as approved. Grantee shall provide a final Boundary Map for the Property prior to the acquisition of the Property. Grantee represents that it is, and/or covenants that it will be, the fee simple owner of the Property, or has, or will have, a lease with a term longer than fifteen (15) years beyond the anticipated date of the closeout on the Project and that the only restrictions of record with respect to the Property are, or will be: (a) any state of facts which an accurate survey might show; (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property; and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit A.

- 7. **USE OF PROPERTY.** Grantee agrees to operate, maintain, and keep for public outdoor recreation purposes the Property and facilities acquired or developed pursuant to this Agreement, as identified in the Boundary Map. The Property and/or facilities will be kept open for general public use during reasonable hours and during appropriate seasons of the year, according to the type of use occurring on the site. During the term of the bonds issued to provide funds for the NatureWorks Local Assistance Grant Program, the Property shall not be converted to another use other than public outdoor recreation use nor shall the Property be transferred through deed or easement without the approval of ODNR. Should Grantee convert the Property without the approval of ODNR, Grantee may become ineligible for further grant funding through ODNR until the condition of noncompliance is rectified to the satisfaction of ODNR. Grantee shall retain and use the Project and Property in a manner consistent with the purposes of Article VIII, Section 21 of the Ohio Constitution.
- 8. **MAINTENANCE OF PROPERTY.** The Property will be operated and maintained to be safe, attractive, and inviting to the public. Sanitation and sanitary facilities will be maintained on the Property to comply with applicable state and local health standards. Buildings, recreation and support facilities, and other improvements on the Property will be kept in reasonable repair throughout their estimated life expectancy to prevent undue deterioration.
- 9. **ACCESSIBILITY.** Any new facility constructed on the Property will, whenever possible, be designed to accommodate people with disabilities. The Property and facilities on the Property shall be made available to all persons regardless of race, color, religion, sex, national origin, handicap, military status, age, or ancestry. Any modifications to existing structures shall also include design considerations for persons with disabilities. Grantee agrees that this requirement is applicable to any construction occurring on the Property, regardless of the funding source for the improvement. Grantee will require that any facility on the Property be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480), DOI Section 504 Regulations (43 CFR Park 17) and will be responsible to ensure compliance with these specifications by the contractor.
- 10. **USER FEES.** User fees charged for use of the Property or facilities on the Property shall be reasonable for all users and shall not create unfair competition with private enterprises offering similar services. Revenues occurring from non-recreational uses of the Property (Ex. Income from sales of timber, oil, gas, or minerals) shall be (a) returned to the public in the form of expanded facilities or services on the Property or (b) offset the reimbursement basis.

11. **QUALIFICATION TO RECEIVE GRANT.** Grantee affirms that it duly organized local government entity, qualified to receive grants under the NatureWorks Local Assistance Grant Program. Grantee further affirms that if at any time during the term of this Agreement, Grantee for any reason becomes disqualified from participating in the NatureWorks Local Grant Fund Program, Grantee will immediately notify ODNR in writing and will immediately cease performance of the Project. Failure to provide such notice in a timely manner shall void this Agreement and may be sufficient cause for the State of Ohio to debar the Grantee from future state grant opportunities as may be permitted by law. Grantee represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either R.C. Section 153.02 or R.C. Section 125.25.
12. **BIDDING; PLANS.** Grantee shall follow all applicable laws in determining whether the Project must be competitively bid. If competitive bidding for the Project is not required by law, to the extent reasonably possible as determined by Grantee, Grantee shall employ an open and competitive process in the selection of its contractors. Bid documents shall not be designed so as to restrict or preclude open competitive bidding. Plans must reflect the intent of the Project as described in the authorizing legislation. Once approved by ODNR, plans and specifications should not be substantially modified. ODNR must be notified of any planned substantial changes, and only approved changes will be eligible for reimbursement.
13. **UTILITIES.** Unless situated within an easement or right of way owned by others, all new or replacement utility lines on the Property shall be placed underground.
14. **APPROPRIATION OF PROPERTY.** Grantee shall comply with the terms of Ohio Revised Code Chapter 163 for all real property acquisitions and, where applicable, shall assure compliance with those requirements for the Property to be developed with assistance under this Agreement.
15. **REPORTS AND RECORDS.** The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, and ODNR for a period of not less than eighteen (18) years after the Termination Date. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. Grantee acknowledges that the Auditor of State and other departments, agencies, and officials of the State may audit the Project at any time, including before, during and after completion. Grantee agrees that any costs of audit by the Auditor of State or any other department, agency, or official of the State will be the sole responsibility of Grantee, and that no funds provided under this Agreement will be used by Grantee for payment of any audit expenses for any reason at any time.
16. **TAXES.** Grantee accepts full responsibility for payment of any and all taxes, insurance premiums, or payroll deductions required for all employees engaged by Grantee in the performance of the work authorized by this Agreement, including without limitation, unemployment compensation, workers' compensation, and all health care, income tax, social security, and Medicare deductions. ODNR is exempt from federal, state, and local taxes and shall not be liable for any taxes under this Agreement.
17. **TERMINATION BY ODNR.** Any time after signing this Agreement, ODNR may terminate the Agreement, in whole or in part, for any reason whatsoever, upon written notification to the Grantee. Grantee shall return

any unused grant funds to ODNR within thirty (30) days of termination. In the event of termination, all unused funds shall be retained by ODNR.

18. **TERMINATION BY GRANTEE.** Any time after signing this Agreement, Grantee may terminate this Agreement for any reason whatsoever upon written notification to ODNR. If Grantee terminates this Agreement, Grantee shall not incur any new obligations using grant funds and shall use its reasonable best efforts to cancel as many outstanding obligations of grant funds as possible. Grantee shall return all unused grant funds to ODNR within thirty (30) days of termination. Upon Grantee’s termination, Grantee shall repay ODNR all funds transferred under this Agreement.
19. **NONDISCRIMINATION IN EMPLOYMENT.** Pursuant to R.C. § 125.111 and ODNR policy, Grantee agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee, shall not discriminate, by reason of race, color, religion, sex, sexual orientation, age, disability, military status as defined in R.C. § 4112.01, national origin, or ancestry against any citizen of this state in the employment of any person qualified and available to perform the activities. Grantee further agrees that Grantee, any subcontractor, and any person acting on behalf of Grantee or a subcontractor shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of the activities on account of race, color, religion, sex, sexual orientation, age, disability, military status, national origin, or ancestry.
- Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, sexual orientation, handicap, or any disability. Grantee shall cooperate with the state Equal Employment Opportunity Coordinator, with any other official or agency of the state or federal Government which seeks to eliminate unlawful employment discrimination, and with all other state and federal efforts to assure equal employment practices under the Agreement, and Grantee shall comply promptly with all requests and directions from the State of Ohio or any of its officials and agencies in this regard.
20. **AFFIRMATIVE ACTION PROGRAM.** Grantee shall require the prime contractor(s) on the project have a valid Certificate of Compliance (COC) from the Ohio Department of Administrative Services, Equal Opportunity Division before awarding a construction contract. Grantees can look up those contractors with valid a Certificate of Compliance at <https://eodreporting.oit.ohio.gov/certification-compliance>.
21. **WORKERS’ COMPENSATION.** Grantee shall provide its own workers’ compensation coverage throughout the duration of this Agreement and any extensions thereof. ODNR is hereby released from any and all liability for injury received by the Grantee, its employees, agents, or subcontractors, while performing tasks, duties, work, or responsibilities as set forth in this Agreement.
22. **COMPLIANCE WITH LAWS.** Grantee, in the execution of its duties and obligations under this Agreement, agrees to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
23. **LIABILITY; INDEMNIFICATION.** Grantee shall be solely responsible for any and all claims, demands, or causes of action arising from Grantee’s obligations under this Agreement. Each party to this Agreement must seek its own legal representative and bear its own costs, attorney fees, and expenses, in any litigation that may arise from the performance of this Agreement. It is specifically understood and agreed

that ODNR does not indemnify Grantee. Nothing in this Agreement shall be construed to be a waiver of the sovereign immunity of the State of Ohio or the immunity of any of its employees or agents for any purpose. In no event shall ODNR be liable for indirect, consequential, incidental, special, liquidated, or punitive damages, or lost profits.

- 24. **DRUG-FREE WORKPLACE.** If applicable to Grantee as a “contracting authority” Grantee agrees to comply with all applicable state and federal laws regarding drug-free workplace.
- 25. **USE OF MBE AND EDGE VENDORS.** Revised Code § 125.081 requires state agencies to set aside purchases for Minority Business Enterprises (“MBE”) and Executive Order 2008-13S encourages use of Encouraging Diversity, Growth and Equity (“EDGE”) businesses. ODNR encourages Grantee to purchase goods and services from Ohio-certified MBE and EDGE vendors.
- 26. **EVENTS OF SIGNIFICANT IMPACT.** Grantee shall immediately notify ODNR of developments that have a significant impact on the activities supported under this award. Also, notice must be given in case of problems, delays, or adverse conditions that materially impair the ability to meet the objectives of the award. This notification must include a statement of the action taken or contemplated, and any assistance needed to resolve the situation.
- 27. **PUBLIC RECORDS.** Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to the Ohio Public Records Law R. C. §§ 149.43 and 149.431.
- 28. **DEBARMENT AND SUSPENSION.** Grantee certifies that it is not debarred from consideration for contract awards by the State of Ohio under R.C. §§ 153.02, 125.25, or 5513.06. If this certification is false, this Agreement is void *ab initio* and Grantee shall immediately repay ODNR all funds transferred by this Agreement.
- 29. **FINDINGS FOR RECOVERY.** Grantee represents and warrants that it is not subject to a finding for recovery under R.C. § 9.24, or that it has taken appropriate remedial steps required under R.C. § 9.24 or otherwise qualifies under that section. Grantee agrees that if this representation or warranty is deemed to be false, the agreement shall be void *ab initio* as between the parties to this agreement, and any funds paid by ODNR hereunder immediately shall be repaid to ODNR, or an action for recovery immediately may be commenced by ODNR for recovery.
- 30. **OHIO ETHICS LAW.** The Grantee certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio’s ethics and conflict of interest laws is grounds for termination of this Agreement and may result in the loss of other contacts or grants with the State of Ohio.
- 31. **CAMPAIGN CONTRIBUTIONS.** The Grantee affirms that, if applicable to it, no party listed in R.C. § 3517.13(I) or R.C. § 3517.13(J) or spouse of such party has made, as an individual, within the two previous calendar years, one or more contributions totaling in excess of \$1,000.00 to the Governor or the Governor’s campaign committees.

32. **NON-APPROPRIATION.** Performance by ODNR under this Agreement may be dependent upon the appropriation of funds by the Ohio General Assembly. Therefore, in accordance with R.C. § 126.07, it is agreed that ODNR’s payments are contingent on the availability of such lawful appropriations by the Ohio General Assembly. If the Ohio General Assembly fails at any time to continue funding for the payments due hereunder, this Agreement is hereby terminated as of the date that the funding expires without further obligation of ODNR.
33. **GOVERNING LAW.** This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
34. **WAIVER.** A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
35. **ASSIGNMENT.** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee.
36. **CONFLICTS.** In the event of any conflict between the terms and provisions of the body of this Agreement and any attachments hereto, the terms of this Agreement shall control.
37. **SEVERABILITY.** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provisions shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.
38. **HEADINGS.** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
39. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument. Either party hereto may deliver a copy of its counterparty’s signature page to this Agreement electronically pursuant to R.C. § 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.
40. **ENTIRE AGREEMENT.** This Agreement, including any attachments referenced and made a part hereof, contains the entire agreement between the parties hereto with respect to the subject matter hereof, and shall not be modified, amended, or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.

[SIGNATURE PAGE FOLLOWS]

NatureWorks Grant Agreement between ODNR and
Belmont County Commissioners
Division Contract ID# BELM-033
Legal Contract ID# 2022-2129

Each party is signing this Agreement on the date stated below that party’s signature.

GRANTEE

Belmont County Commissioners

X [Signature]
X [Signature]
By: X [Signature]
Printed Name: J. P. DUTTON
JOSH MEYER
Title: PRESIDENT
MEMBER
VICE-PRESIDENT
Date: 1-11-23

OHIO DEPARTMENT OF NATURAL RESOURCES

OFFICE OF REAL ESTATE & LAND MANAGEMENT

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTORNEY CERTIFICATION

NatureWorks Project Number: BELM-033

I, David K. Liberati Assistant Prosecutor acting as attorney for the
Name and Title of Attorney
BELMONT County Commissioners ("Grantee"), and for the reliance of the
Name of Grantee

Ohio Department of Natural Resources, do certify that from my examination of the NatureWorks Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement is, in my opinion, a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the ☒ ☐ signing officer's execution thereof, has has not* been authorized by the governing body of Grantee or has otherwise been authorized by Grantee's charter. (Resolution or Ordinance No. N/A, dated JANUARY 11, 2022).

*If "has not" is checked above, please indicate the reason: _____

Attorney for Grantee:

David K. Liberati Assistant P.A.
Attorney Signature

David K Liberati Assistant P.A.
Attorney Printed Name

0010553
Attorney Registration No.

1-12-23
Date Signed

Attorney Address: 52160 NATIONAL RD. E
ST. CLAIRSVILLE, OH 43950

Upon roll call the vote was as follows:

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

Mr. Dutton said Belmont County Sheriff Dave Lucas has been working hard on this project. Work should be commencing in the spring.

FOR BELMONT COUNTY SHERIFF’S OFFICE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one (1) 2023 Ford Utility Interceptor, for a cost of \$43,360.00, from McCandless Ford Meadville, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF APPROVING PROPOSALS FROM BEARCOM/SHERIFF’S DEPT.

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the proposals from BEARCOM to provide and install all necessary uplifting to the following vehicles for the Belmont County Sheriff’s Department:

- One (1) 2023 Ford Utility Interceptor in the amount of \$19,630.15
- One (1) 2023 Chevy Tahoe in the amount of \$21,212.06

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PROPOSAL AND TERMS AND CONDITIONS FROM LAROCHE TREE SERVICE, INC/FLUSHING SENIOR CENTER

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve proposal #2061 and term and conditions from LaRoche Tree Service, Inc., in the amount of \$5,270.00, to remove several dead trees from the Flushing Senior Center property.

Upon roll call the vote was as follows:

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

Mr. Dutton said most of the spaces used for Senior Services are rented. The county owns the buildings that houses St. Clairsville and Flushing senior centers.

IN THE MATTER OF AWARDING BID FOR ENGINEER’S MECHANIC TRUCK WITH MECHANIC SERVICE BODY

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s Mechanic Truck with Mechanic Service Body to Matheny Ford, LLC, in the amount of \$186,514.00, based upon the recommendation of Terry Lively, County Engineer.

Upon roll call the vote was as follows:

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

Mr. Dutton said the truck is used to do repairs on site.

RECESS

**9:30 JaQue Galloway, Tri-County Help Center
Re: Human Trafficking Awareness Month Proclamation**

IN THE MATTER OF ADOPTING THE HUMAN TRAFFICKING AWARENESS MONTH PROCLAMATION

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the Human Trafficking Awareness Month Proclamation.

***PROCLAMATION DECLARING JANUARY
HUMAN TRAFFICKING AWARENESS MONTH***

WHEREAS, the Belmont County Commissioners are pleased to recognize Human Trafficking Awareness Month in January 2023; and
WHEREAS, human trafficking is a form of modern-day slavery that is a serious, criminal problem in Belmont County in which traffickers use violence, threats, deception, and other manipulative tactics to force and coerce women and men to engage in commercial sex acts or to provide labor or services against their will; and
WHEREAS, there were 450 cases of human trafficking in the state of Ohio in the year 2021, according to the National U.S. Trafficking Hotline, with the majority involving sex trafficking of U.S. adult residents; and
WHEREAS, as of June 2022, Ohio was ranked as the 5th highest state in the United States to report human trafficking cases; and
WHEREAS, in 2014, the Tri-County Anti-Trafficking Coalition was established to increase public awareness and understanding, as well as coordinate strategies in response and prevention; and
WHEREAS, the state of Ohio has enacted legislation to combat human trafficking; and
WHEREAS, this January and every January is recognized as National Slavery and Human Trafficking Prevention month, formally declaring that human trafficking is consistently taking place in the U.S., and the need for public and private sectors to come together to focus on prevention, prosecution, partnerships, and victim services.
NOW, THEREFORE, BE IT RESOLVED, that we, the Belmont County Commissioners, in adopting this resolution, recognize January 2023 as Human Trafficking Awareness and Prevention Month and urge all residents of Belmont County to take part in appropriate programs and activities in support of this special observance.
Adopted this day the 11th of January, 2023.

BELMONT COUNTY COMMISSIONERS
J. P. Dutton /s/
Jerry Echemann /s/
Josh Meyer /s/

Upon roll call the vote was as follows:

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

JaQue Galloway, Sexual Assault Program Facilitator, said human trafficking is a modern day form of slavery and is a growing problem. She said they have seen an increase in trafficking victims at the agency. Ms. Galloway said we’re taught human trafficking is done by strangers and involves kidnapping or some other type of physical force, but they’ve seen an increase in trafficking by family members. “We also see a lot of drug facilitated trafficking. A trafficker might target a drug user or someone that struggles with an addiction or coerce them or take advantage of that addiction using drugs. We all know how the opioid crisis has affected our area, and that has made us very vulnerable to drug related trafficking,” said Ms. Galloway. She noted Ohio ranks fifth in the nation for human trafficking cases due to the proximity of truck stops and the

interstate. Ms. Galloway said the average age of victims is 13 to 14 years old and they are trafficked for around seven years. A lot of victims they work with aren’t ready to report the crime. “Our goal is to get those immediate needs met and to meet them where they are, and when they’re ready to report, they do. They never have to be alone through the process at all, and if they’re not quite ready to report, that’s ok too,” said Ms. Galloway.

RECESS

10:00 Bid Opening-Berry, Orrison and Corbett Water Storage Tanks Recoating Project

IN THE MATTER OF BID OPENING FOR BERRY, ORRISON AND CORBETT WATER STORAGE TANKS RECOATING PROJECT

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 Belmont County Water and Sewer District-Berry, Orrison and Corbett Water Storage Tanks Recoating project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT Base Bid 6A, 6B, 6C & Alt. 1 6D
Worldwide Industries Corp. 470 Mitchell Hill Road Butler, PA 16002	X	\$570,012.00
Viking Painting, LLC PO Box 24162 Omaha, NE 68124	X	\$676,160.00
D & M Painting, Corp. 1500 Amity Ridge Rd. Washington, PA 15301	X	\$587,190.00
Inspec Coatings, Inc. 464 Sycamore Drive Campbell, OH 44405	X	\$810,200.00
L & T Painting, Inc. 50502 Hunters Creek, TRE Shelby Twp., MI 48317	X	\$681,600.00
American Suncraft Co. Inc. 10836 Schiller Road Medway, OH 45341	X	\$979,900.00

Present for opening: Becca Hughes, Water & Sewer District Operations Manager and Jeff Vaughn, Project Engineer
Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Berry, Orrison and Corbett Water Storage Tanks Recoating Project to Kelly Porter, Water and Sewer District Director for review and recommendation.
Note: Engineer’s Estimate: \$600,000.00.
Upon roll call the vote was as follows:

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

Mr. Vaughn said the low bidder is the same painter that did the last three tanks and they did a good job.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:41 A.M.

Motion made by Mr. Dutton, 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. Dutton	Yes
Mr. Echemann	Yes
Mr. Meyer	Yes

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:28 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:28 a.m.
Upon roll call the vote was as follows:

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

Mr. Dutton said as a result of executive session there is one motion for the board to consider.

IN THE MATTER OF ADOPTING JOB DESCRIPTIONS FOR SENIOR CENTER OUTREACH ADMINISTRATOR, TRANSPORTATION ADMINISTRATOR AND DEPUTY DIRECTOR/SSOBC

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the following job descriptions for Senior Services of Belmont County, effective January 11, 2023:

- Senior Center Outreach Administrator, at pay grade 7
- Transportation Administrator, at pay grade 7
- Deputy Director, at pay grade 8

Senior Services of Belmont County
Job Title: Senior Center Outreach Administrator

Department: Administration
Supervised By: Executive Director
Classification: Unclassified
Exemption Status: FLSA Exempt
Hourly Base Rate: Pay Grade 7

Essential duties, skills, responsibilities:

- Manages senior centers throughout the county. Provides oversight for day-to-day operations. Ensures all rules and regulations are followed for congregate meals. Manages the senior center transportation with support from the transportation administrator. Identifies and designs programs to satisfy the community needs for senior centers. Establishes and maintains positive communication within the community with leaders of various civic organizations, councils, churches, providers of service, etc. to ensure seniors’ access to resources. Visits centers regularly to ensure quality services are being provided in healthy and safe congregate settings.
- Provides direct supervision to the senior center employees. Schedules, trains, disciplines, reviews/approves/denies leave requests, completes performance evaluations, assigns duties, reconciles timesheets, identifies training needs and arranges for and/or provides needed training, and acts as back-up to absent employees as needed.
- Manages the Farmer’s Market program. Manages commodity distribution. Manages produce delivery and distribution for congregate sites per guidelines established by governing entities.
- Manages the homemaking and personal care contracts with agency providers responsible for the services. Completes random sample audits for the documentation and training records of the agency providers to ensure compliance with Ohio Department of Aging regulations and responds to Structural Compliance Reviews and other Audits from Area Agency on Aging, Region 9, for the same.
- Responds to and addresses all senior center members’ concerns, complaints, and requests.
- Participates in all structural compliance reviews and audits from oversight entities. Prepares required documentation and works with other administrators to complete the process.
- Assists with planning and coordinating special events for the agency.
- Maintains accurate record keeping and reporting. Provides Director with monthly statistical reports. Reconciles center reports with fiscal department billing reports.
- Makes decisions regarding inclement weather delays and cancellations as part of the administrative team. Communicates information accordingly.
- Works directly with County’s Human Resource department for all hiring processes, interviewing, and termination of employees. Makes recommendations to director for size and composition of workforce.
- Attends meetings and trainings as required.

Minimum Work Characteristics & Expectations:

- Leadership and management skills that promote a positive culture.
- Knowledge of programs and issues affecting and related to seniors.
- Ability to promote teamwork among employees, and to encourage cooperation among departments within the agency.
- Ability to utilize conflict-resolution when needed.
- Demonstration of tact and professionalism when dealing with others (within or outside the agency).
- Ability to multi-task and communicate effectively both verbally and in writing.
- Continued contact with each center and community partners.
- Creativity.
- Demonstration of attention to detail, organizational skills, and timeliness.
- Flexibility as related to availability and work schedule.
- Ability to lift 50 pounds, stand, bend, twist.

Minimum Qualifications:

- Bachelor’s degree in related field, five (5) years of experience in a managerial role, or combination of education and managerial experience equating to the same.
- Ability to obtain and retain all necessary certifications required of the position.
- Proficient computer skills; proficiency in Microsoft 365.
- Valid driver’s license, insurability, safe driving record.
- Successful background check, drug screening.

Senior Services of Belmont County

Job Title: Transportation Administrator
Department: Administration
Supervised By: Executive Director
Classification: Unclassified
Exemption Status: FLSA Exempt
Hourly Base Rate: Pay Grade 7

Essential duties, skills, responsibilities:

- Manages home-bound and congregate site meal delivery and non-emergency medical transportation. Works with senior center administrator to manage senior center transportation.
- Manages agency’s fleet of vehicles. Establishes and maintains maintenance schedules and records. Performs regular vehicle inspections. Monitors budgets for vehicle maintenance and replacement. Manages procurement of new vehicles. Ensures registration, licensing, and insurability of all agency vehicles and operators. Works directly with Board of Commissioners office to ensure registrations are timely and accurate. Seeks out and assists with grant applications as opportunities become available. Maintains technology in vehicles and for route management. Works with outside vendor(s) for branding of all vehicles.
- Ensures safe and reputable operation of agency’s fleet. Ensures safety of drivers. Identifies, arranges for, and/or provides necessary training to maintain safe operation and compliance.
- Establishes and maintains positive relationships with outside vendors, including but not limited to maintenance garages’ personnel, outside agencies to which referrals are made for transportation outside the scope of SSOBC, county and community partners, and ODOT committees and taskforces.
- Provides direct supervision to transportation employees (nutrition drivers, medical drivers, and dispatchers). Schedules, trains, disciplines, reviews/approves/denies leave requests, completes performance evaluations, assigns duties, reconciles timesheets, identifies training needs and arranges for and/or provides needed training, and acts as back-up to absent employees as needed.
- Responds to and addresses all seniors’ concerns, complaints, and requests related to transportation and meal-delivery.
- Participates in all structural compliance reviews and audits from oversight entities. Prepares required documentation and works with other administrators to complete the process.
- Assists with planning and coordinating special events for the agency.
- Maintains accurate record keeping and reporting. Provides Director with monthly statistical reports.
- Makes decisions regarding inclement weather delays and cancellations as part of the administrative team. Communicates information accordingly.
- Works directly with County’s Human Resource department for all hiring processes, interviewing, and termination of employees. Makes recommendations to director for size and composition of workforce.
- Attends meetings and trainings as required.

Minimum Work Characteristics & Expectations:

- Leadership and management skills that promote a positive culture.
- Knowledge of vehicle operation and maintenance.
- Demonstrated ability to manage a fleet.

- Demonstration of ongoing inspections and audits of fleet and routes.
- Knowledge of information technology required for fleet and route management.
- Knowledge of programs and issues affecting and related to seniors.
- Ability to promote teamwork among employees, and to encourage cooperation among departments within the agency.
- Ability to utilize conflict-resolution when needed.
- Demonstration of tact and professionalism when dealing with others (within or outside the agency).
- Ability to multi-task and communicate effectively both verbally and in writing.
- Demonstration of attention to detail, organizational skills, and timeliness.
- Flexibility as related to availability and work schedule.
- Ability to lift 50 pounds, stand, bend, twist.

Minimum Qualifications:

- Bachelor’s degree in related field, five (5) years of experience in a managerial role, or combination of education and managerial experience equating to the same. Preferred education or experience in fleet and/or logistics management.
- Ability to obtain and retain all necessary certifications required of the position.
- Proficient computer skills. Proficiency in Microsoft 365.
- Valid driver’s license, insurability, safe driving record.
- Successful background check, drug screening.

Senior Services of Belmont County

Job Title: Deputy Director
Department: Administration
Supervised By: Executive Director
Classification: Unclassified
Exemption Status: FLSA Exempt
Hourly Base Rate: Pay Grade 8

Essential duties, skills, responsibilities:

- Assists director with the development, planning, and implementation of agency goals, objectives, policies, rules, budgets, and regulations. Assists with the development of standards of performance for other administrators and employees. Provides oversight to administrators responsible for senior centers and transportation. Provides technical assistance and training. Is responsible for ensuring safe and secure work environments.
- Manages nutrition department. Prepares menus. Orders all food and supplies. Ensures quality and quantity of prepared food. Ensures proper packaging. Observes and verifies compliance with all state and local food regulations and sanitation for equipment, products, and personnel. Adheres to recommended daily allowance (RDA) of nutritional value of all prepared meals. Coordinates maintenance of equipment. Provides nutrition education as required.
- Provides direct supervision to the nutrition department employees, customer service representatives responsible for the coordination of home delivered meals and service plans, and nurse assessor responsible for eligibility determination of agency services. Schedules, trains, disciplines, reviews/approves/denies leave requests, completes performance evaluations, assigns duties, reconciles timesheets, identifies training needs and arranges for and/or provides needed training.
- Responds to and addresses all consumer nutrition concerns, complaints, and requests.
- Takes the lead role in all structural compliance reviews and audits from oversight entities. Prepares required documentation. Organizes process. Coordinates collection of the required materials with administrative team and employees. Directs other administrators through the process.
- Inspects kitchen and storage areas on a regular basis.
- Plans and coordinates special events through the congregate program. Organizes events at the main office.
- Maintains accurate and timely record keeping and reporting.
- Acts as point of contact for oversight agencies (ODA, AAA9, Care Star, etc.).
- Makes decisions regarding inclement weather delays and cancellations as part of the administrative team. Communicates information accordingly.
- Works directly with County’s Human Resource department for all hiring processes, interviewing, and termination of employees. Makes recommendations to director for size and composition of workforce.
- Attends meetings and trainings as required.

Minimum Work Characteristics & Expectations:

- Leadership and management skills that promote a positive culture.
- Knowledge of nutrition program requirements and commercial kitchen equipment.
- Ability to design pleasing menus.
- Knowledge of issues affecting and related to the senior population.
- Ability to promote teamwork among administrative staff and employees, and to encourage cooperation among departments within the agency.
- Ability to utilize conflict-resolution when needed.
- Demonstration of tact and professionalism when dealing with others (within or outside the agency).
- Ability to multi-task and communicate effectively both verbally and in writing.
- Demonstration of attention to detail, organizational skills, and timeliness.
- Flexibility as related to availability and work schedule.
- Ability to lift 50 pounds, stand, bend, twist.

Minimum Qualifications:

- Bachelor’s degree in related field, five (5) years of experience in a food service managerial role, or combination of education and managerial experience equating to the same.
- Ability to obtain and retain all necessary certifications required of the food services portion of the position.
- Proficient computer skills; proficiency in Microsoft 365.
- Valid driver’s license, insurability, safe driving record.
- Successful background check, drug screening.

Upon roll call the vote was as follows:

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

RECESS

Reconvened at 12:22 p.m. with no further business.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:22 P.M.
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 12:22 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 18th day of January, 2023.

J. P. Dutton /s/_____

Jerry Echemann /s/_____ COUNTY COMMISSIONERS

Josh Meyer /s/_____

We, J. P. Dutton 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.

J. P. Dutton /s/_____ PRESIDENT

Bonnie Zuzak /s/_____ CLERK