

St. Clairsville, Ohio

February 22, 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 \$278,137.80

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:

B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-1600-B000-B07.000 Veterinary Services	E-1600-B000-B09.004 Workers Comp	\$57.56

S77 COMM BASED-CORRECTIONS ACT GRANT

FROM	TO	AMOUNT
E-1520-S077-S01.002 Salaries	E-1520-S077-S05.004 Workers Comp	\$20.23

S86 NORTHERN COURT-GEN. SPEC. PROJECTS

FROM	TO	AMOUNT
E-1561-S086-S01.002 Salary	E-1561-S086-S04.004 Workers Comp	\$500.00

S96 JUVENILE COURT-GEN. SPEC. PROJECTS

FROM	TO	AMOUNT
E-1589-S096-S12.000 Other Expenses	E-1589-S096-S09.000 Fringes	\$2.49

Y91 EMPLOYERS 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 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 February 22, 2023, meeting:

E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$14,958.15
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N03 FEMA PROJECTS/ENGINEER

E-9003-N003-N04.055	Contract Services	\$103,677.48
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P82 BROWNFIELD REMEDIATION PROGRAM

E-1802-P082-P10.013	Contract Projects	\$325,000.00
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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 JANUARY 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the General Fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,164.50
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	1,562.40
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	6,574.47
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	10,705.20
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	714.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	10,276.23
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	6,225.28
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	2,305.32
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	11,279.87
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	17,076.94
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,486.95

LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	174.69
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	1,251.10
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	5,971.47
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,971.57
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	7,843.62
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,221.39
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	9,342.35
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	14,079.29
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,462.37
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	40,947.80
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	4,623.22
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,903.68
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	6,100.87
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	7,084.95
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	4,845.47
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	
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	58.44
			189,267.44
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	4,517.22
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	5,608.78
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	765.91
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	622.62
Public Health Infrastructure	E-2214-F076-F01.002	R-9895-Y095-Y01.500	
Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	830.33
Tobacco Program	E-2216-F078-F02.002	R-9895-Y095-Y01.500	
CDC Lead	E-2228-F080-F01.002	R-9895-Y095-Y01.500	
PH EMERGENCY READINESS	E-2229-F081-F01.001	R-9895-Y095-Y01.500	
PREP	E-2230-F082-F01.002	R-9895-Y095-Y01.500	
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	161.77
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	1,136.61
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	892.79
Safe Communities Program	E-2234-F086-F02.008	R-9895-Y095-Y01.500	
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	64.55
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	505.01
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	2,028.47
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	585.59
COVID-19 Vaccinations	E-2240-F092-F01.002	R-9895-Y095-Y01.500	416.76
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	2,535.21
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	193.38
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	10.96
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	82,248.73
HS/FLOOD GRANT	E-2600-H005-H11.000	R-9895-Y095-Y01.500	
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	12,943.01
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	2,881.88
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	1,860.06
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	23,579.46

ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	7,613.38
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	2,411.82
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	487.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,831.73
Care and Custody-CCAP	E-0400-M060-M81.003	R-9895-Y095-Y01.500	
INTAKE COORDINATOR	E-0400-M062-M03.002	R-9895-Y095-Y01.500	
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	1,489.16
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	2,035.73
PLACEMENT II	E-0400-M075-M04.000	R-9895-Y095-Y01.500	
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,822.70
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	28,384.03
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,868.03
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,401.52
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	15,306.38
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	18,368.55
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	7,314.63
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	24.24
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	1,373.10
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,778.85
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	57,705.45
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	34,588.17
MHAS SUBSIDY GRANT	E-1518-S075-S03.002	R-9895-Y095-Y01.500	985.38
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	383.40
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,138.40
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	948.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	807.69
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	807.96
COMMON PLEAS CRT-SPEC	E-1572-S089-S07.003	R-9895-Y095-Y01.500	
JUV COURT - GEN SPEC	E-1589-S096-S09.000	R-9895-Y095-Y01.500	49.28
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	3,009.72
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	403.86
PROS-VICTIM PROGRAM	E-1511-W080-P05.003	R-9895-Y095-Y01.500	
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,366.77
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	380.10
			538,741.77

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to request the Belmont County Budget Commission certify the following monies.
P82 BROWNFIELD REMEDIATION PROGRAM GRANT-\$325,000.00 into R-1802-P082-P01.501 Grants.

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 February 22, 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
Mr. Meyer	Yes

**IN THE MATTER OF GRANTING PERMISSION
FOR COUNTY EMPLOYEES TO TRAVEL**

Motion made by Mr. Dutton, seconded by Mr. Echemann granting permission for county employees to travel as follows:
WATER & SEWER DISTRICT-Jeff Azallion to Cambridge, OH, on February 23, 2023, to pick up parts for the backhoe at Southeastern Equipment. A county vehicle will be used for travel.

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the minutes of the Belmont County Board of Commissioners regular meeting of February 15, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE SUBDIVISION AND SPECIAL DISTRICT
SETTLEMENT PARTICIPATION FORMS FOR “NEW NATIONAL OPIOID SETTLEMENT”**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Subdivision and Special District Settlement Participation Forms for the following “New National Opioid Settlement”:

- Teva
- Allergan
- CVS
- Walgreens
- Walmart

Upon roll call the vote was as follows:

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

Mr. Dutton said, “This actually goes back to 2017-2018 when the whole opioid case first occurred and local governments had to make a determination whether they wanted to participate in this case or not. We made a determination at that point to do so. There was a lot of evidence in the county of what the opioid epidemic had done from a criminal justice standpoint. There’s also a state foundation that has some funding that you can take projects from your region and try to fund them.”

**IN THE MATTER OF ENTERING INTO DEMOLITION CONTRACT WITH
KANE SPECIALTY GROUP/REHABILITATION DEMOLITION PROJECT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into the Demolition Contract with Kane Specialty Group, in the amount of \$237,397.00, to complete demolition, removal and waste disposal of all structures and items for the Belmont County Rehabilitation Demolition Project.

Note: This project will be paid for with the Brownfield Grant funds received from the State of Ohio.

DEMOLITION CONTRACT

This Agreement, made this 22nd day of February, 2023 by and between Kane Specialty Group 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 for this project is the complete demolition, removal, and waste disposal of all structures and items at the property 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 \$ 237,397 . 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 DCC 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.

Employee'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. INTERLST OF CERTAIN FEDERAL AND OTIHER 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.
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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 State-approved 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 thirty (30) 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 chance order. Liquidated damages in the amount of \$50.00 per day for each calendar day beyond thirty (30) 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	January 11, 2023
Mandatory Pre-Bid Meeting	January 20, 2023, at 11 am
Questions Submission Deadline	January 24, 2023
Addendum (if necessary)	January 25, 2023
Bid Due Date	January 31, 2023, at 10 am
Bid Opening by BCC	February 1, 2023
Bid Evaluation Timeframe	February 1 - 7, 2023
BCC Approval and Contract Award	February 8, 2023
Notice-to-Proceed	TBD
Completion of Contract Work	NTP + 30 calendar days

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

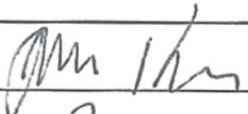
If the Contractor should breach this Contract or fail to perform the services required by the Contract, the BCC may terminate the Contract for cause by giving written notice or may give the Contractor a stated period of time within which to remedy its breach of contract. If the Contractor shall fail 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

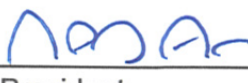
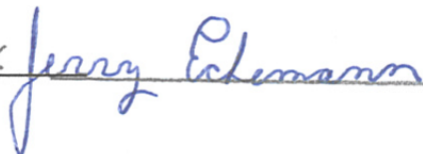

The contract may be terminated by the BCC in whole or in part for the convenience of the BCC without a breach of Contract by delivering to Contractor a written notice of termination specifying the extent to which performance under this Contract is terminated and the effective date of the termination. 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:

By: 
Title: Pres.

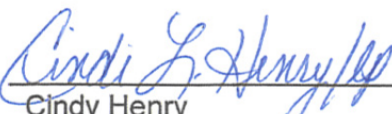
BELMONT COUNTY COMMISSIONERS

By: X  President X  X 

CERTIFICATE OF OWNER'S ATTORNEY

By: 
David Liberati

Certificate of Fund Availability:

By: 
Cindy Henry

Upon roll call the vote was as follows:

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

Mr. Dutton thanked Governor DeWine and his administration for the grant. He said this is a long overdue project with no expense to the county.

IN THE MATTER OF APPROVING QUOTE # BELMONT12422 FROM LINEV SYSTEMS US, INC./JAIL

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve Quote # Belmont12422 dated January 24, 2023, from Linev Systems US, Inc., in the amount of \$154,937.14 for one ClearPass-Digital Full Body Security Screening System; includes all hardware and software necessary for complete operational functions and three (3) year warranty for the Belmont County Jail.

Note: This is being purchased through the state purchasing contract.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING PURCHASE AGREEMENT FROM PONZANI LANDSCAPING COMPANY

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase agreement from Ponzani Landscaping Co. in the amount of \$6,450.00 for all labor, equipment and materials for landscape renovations at the Belmont County Courthouse, Annex III building and Heritage Museum.



February 09, 2023

PURCHASE AGREEMENT
Contract No. - 28084 (v. 0)

BELMONT COUNTY COMMISSIONERS
101 WEST MAIN STREET
SAINT CLAIRSVILLE, OH 43950

LANDSCAPE INSTALLATION

Ponzani Landscape Co. will supply all labor, equipment, and listed materials to complete the project. Should additional materials or labor associated with those materials be needed they will be billed at the final billing. Plant substitutions may be required depending upon availability.

NOTE: Due to the rapid changes in material cost we can not guarantee that our material prices will not change from the time of estimate to the time of acceptance. The items that are of greatest concern are landscape lighting, fencing and all pavers and wall materials.

QTY	TYPE	DESCRIPTION
13.12	CU YD	Black Mulch - 2" Deep
6.97	lbs.	Crew Preemergent Herbicide
45.00	EA	Petunia Flat Red, White & Blue
14.00	EA	Hibiscus Yellow
10.00	EA	Banana Plant

LOCATION	DESCRIPTION	SALE
Mulching and Flower Installation: Bed Clean Up and Mulch	Clean up all mulch beds associated with county buildings surrounding the courthouse, spade edge, apply pre-emergent herbicide and a 2" layer of hardwood mulch. Prune shrubs as needed which may include the Magnolias at museum wall area.	\$2,365.00
Mulching and Flower Installation: Annual Flowers In Beds	Installation of annual flowers in beds throughout the general courthouse area. *Additional notes attached for locations. Areas are the same as 2022 but with changes in color and species. All annual flowers will be of Red, White and Blue Petunias with Banana plants and Yellow flowering Hibiscus at the rear of the triangle beds.	\$4,085.00
Total (Excluding Tax)		\$6,450.00

SALE: \$6,450.00

Contract No. - 28084 (v. 0)

BELMONT COUNTY COMMISSIONERS.

February 09, 2023

SALES TAX:

\$0.00

YOU AGREE TO PAY:

\$6,450.00

PAYMENT SCHEDULE				
PAYMENT #	PAYMENT NAME	SALE	SALES TAX	TOTAL SALE
1	County	\$5,100.00	\$0.00	\$5,100.00
2	Museum	\$1,350.00	\$0.00	\$1,350.00
Total		\$6,450.00	\$0.00	\$6,450.00

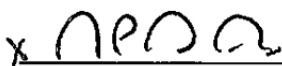
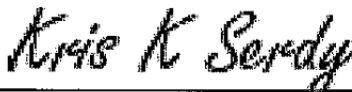
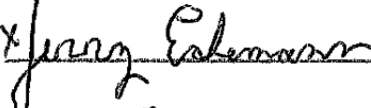

Terms & Conditions

Payment Terms: Payment terms are “Due at Completion” unless noted differently in the Proposal/Contract. A service charge of 1.5% per month, which is an annual percentage rate of 18%, will be added to accounts thirty (30) days after invoice date. There will be a \$35 charge for all returned checks. A convenience fee of 3.5% will apply to all Credit Card Payments.

Additional Provisions. Unless otherwise specified herein, the following additional provisions are expressly incorporated into this contract:

1. **Specifications, Permits and Fees:** The work described in this Proposal/Contract shall be done according to the Lawn Maintenance Plan Specifications, Landscape Plant Maintenance Service Plan Specification, and Optional Services Specifications, as applicable, as set forth in the Exhibit(s) attached hereto and incorporated herein by reference, exempt in the case of conflict when the provisions of this contract shall have control over the specifications set forth is said Exhibit(s).All required permits and fees will be paid for by the Owner and obtained by Contractor. All other charges, taxes, assessments, fees etc., of any kind required by any governmental body, telephone, utility company or the like shall be paid for by the Owner.
2. **Property Lines.** Owner is responsible to locate and inform Contractor of the location of all property lines. At Contractors direction, Owner may be required to provide at Owners expense, a licensed surveyor’s map of the property showing property lines.
3. **Ownership.** Client warrants that all trees, vegetation and property upon which work is to be performed are owned by the Client (owner in this proposal), or that authorization for the work area has been obtained from the rightful property owner. The Client shall be responsible for compensating Ponzani Landscape for any and all damage collected against Ponzani Landscape by any third party demonstrating actual ownership of the trees, vegetation and property upon which the work was performed, regarding damage to or removal of trees or vegetation which the client represents as their own.
4. **Change Orders.** Should Owner, lender, or any governmental body or inspector require an modifications to the work covered under this Proposal/Contract, any cost incurred by Contractor shall be added to the contract price as extra work and Owner agrees to pay Contractor his usual and customary price for such extra work. All extra work as well as any other modifications to the original Proposal/Contract shall be specified and approved by both parties, in a written change order. All written change orders shall become a part of this Proposal/Contract and shall be incorporated herein.
5. **Delay.** Contactor shall not be held responsible for any damage occasioned by delays resulting from: work done by Owner’s subcontractors, extra work, acts of Owner to make timely progress payments or payments for extra work, shortages of material and/or labor, bad weather, fire, strike, war, governmental regulations, or any other contingencies unforeseen by Contractor or beyond Contractor’s reasonable control.
6. **Cleanup and Advertising.** Upon completion, Contractor shall leave the properties New Landscape or Hardscape in a neat, blown clean condition. Owner grants Contractor the right to dispose of clean debris on site if possible. If this is not possible then the Owner agrees that the Contractor may charge Owner a waste disposal fee, in addition to other fees set forth herein to cover the Contractors cost in removing same. Owner further grants Contractor the right to publish the project on a “references” list which may be given to prospective customers. Contractor and it’s Marketing/Advertising representatives retains the right to photograph the work they have performed for the purpose of their website and/or marketing materials without remuneration or reimbursement to client.
7. **Unanticipated Conditions & Concealed Damage/Acts of God.** Expense incurred because of unusual or unanticipated conditions shall be paid for by

- Owner at end of work (conditions such as, but not limited to ground conditions that require fill, or unusually hard soil, rocky soil, wet soils or the presence of ground water).Contractor will inform the owner of unanticipated condition(s) and concealed damage which is discovered during the course of work. Contractor shall not be responsible for any damages caused to the property and irrigation systems or work performed by the Contractor because of the elements, act of God, acts of third parties, including the owner or occupant or any other damages resulting from actions beyond the Contractor's Control, to include acts of vandalism, terrorism or war. Contractor is not responsible to repair any such deterioration or condition and any work done by Contractor to remedy such will only be done as extra work pursuant to a written change order.
- 8. **Insurance.** Contractor will maintain comprehensive general liability insurance insuring Contractor's liability for bodily injury, death, and property damage. Contractor will also maintain worker's compensation insurance on its employees, and require its subcontractors to similarly provide said insurance. Proof of insurance will be provided upon Owner request.
 - 9. **Collection/Legal Fees.** Owner agrees to pay all collection fees and charges including but not limited to all legal and attorney fees that result should Owner default according to the terms contained herein.
 - 10. **Entire Agreement.** The Proposal/Contract, and all exhibits and attachments, if any, contains the entire agreement of the parties and shall be binding and apply to heirs, assigns, successors, executors, and administrators of the parties hereto.
 - 11. **Cancellation.** This agreement may be canceled either before or after commencement of the work by either party by giving thirty (30) days written notice to the other.In the event of such cancellation, Owner agrees to pay any outstanding balance owed to Contractor, and to reimburse Contractor for the cost of all materials purchased and/or ordered specifically for the job. Further Owner agrees to reimburse Contractor for any restocking or return charges incurred by Contractor in returning unused materials to any of Contractor's suppliers or materialmen.
 - 1. **Disputes/Legal Action.** Both the Client and Ponzani Landscape Co. agree to attempt to work out any disputes regarding this agreement through direct negotiation and/or mediation prior to seeking any other available legal remedy.
 - 2. **Correction of Work.** The Owner will give the Contractor the opportunity to correct any work that is not completed within the Proposal/Contract specifications or are deemed as poor workmanship by both parties.
 - 3. **Necessity of Signature.** The Proposal/Contract is binding when the Owner's signature(s) are affixed hereto, and the Proposal/Contract is similarly signed by a Ponzani Landscape officer or agent. Electronic signatures are acceptable
 - 4. **Acknowledgement of Receipt of Proposal/Contract.** Owner agrees that he has read the Proposal/Contract, fully understands its provisions and had been given an exact and fully completed copy of the contract.

	
Buyer	Kristopher K Serdy
	Date
	Ponzani Landscaping Co.
	

Upon roll call the vote was as follows:

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

Mr. Dutton said Ponzani Landscaping did a great job last year. Tourism will be paying for a portion of the bill that is for the Heritage Museum.

IN THE MATTER OF APPROVING QUOTE FROM WEATHERFLOW-TEMPEST/EMA

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from WeatherFlow-Tempest, in the amount of \$4,630.80, for twelve (12) TempestOne Weather Stations, twelve (12) universal mounts and annual license, for the Belmont County Emergency Management Agency.

Upon roll call the vote was as follows:

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

Mr. Dutton said the stations will be located throughout Belmont County and will provide more real time data on rainfall.

IN THE MATTER OF APPROVING QUOTE FROM ERB ELECTRIC COMPANY/COURTHOUSE

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Erb Electric Company, in the amount of \$455.00, to furnish one (1) M2M radio cell dialer for the fire alarm: with a \$35.00 monthly recurring monitoring charge for the Belmont County Courthouse.

Upon roll call the vote was as follows:

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

Discussion re: Kane Specialty Group contract-Mr. Echemann noted the county was awarded over \$800,000 from the state. Funds that are not used for the project will need to be returned. They can not be used for other demolition projects if the county was the original owner because they would be considered the polluter.

OPEN PUBLIC FORUM-Doug Giffin, Martins Ferry, inquired if there are any issues locally from the train derailment in East Palestine. Mr. Dutton said the county’s water is not taken from the Ohio River, but from aquifers. He added regular testing is done by the EPA and the county is meeting the required specs. Mr. Dutton said there is no reason for alarm at this point.

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:02 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 and discipline 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 10:28 A.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 10:28 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 are two motions for the board to consider.

IN THE MATTER OF ADOPTING REVISED JOB DESCRIPTION OF WASTEWATER PLANT MANAGER FOR WATER AND SEWER DISTRICT

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the revised job description of Wastewater Plant Manager for the Belmont County Water and Sewer District, effective February 22, 2023.

Belmont County Water and Sewer District

Position: Wastewater Plant Manager
Annual Salary:
Department: Wastewater Treatment Plant
Supervisor: Director
Job Duties:

Maintains a safe and secure work environment. Perform various unskilled and skilled tasks, including but not limited to: assist responsibilities of Chief Wastewater Plant Operator, maintain inventories, schedule minor and major repairs, maintain maintenance program, prepare work shift scheduling as needed, supervise and educate staff on current EPA requirements. Manage sewage collection system. Update management on: employee staffing requirements, equipment replacement, and plant production. Recommendations on proper plant operations and procedures. Performs other related work as required.

Major Work Characteristics:
Essential employee, mandatory overtime, knowledge of safe work practices. Good computer skills, ability to understand plant drawings, lab procedures, equipment manuals, etc. Maintain cooperative working relations with general public. Good organizational and record keeping skills; must be able to plan in advance, ability to train and educate employees. Understand and carryout complex written and/or verbal directions. Maintain accurate work duty log and notes. Recognizes safety warnings.

Physical Requirements:
See Belmont County Water and Sewer District Functional Job Analysis by Working Options.

Minimum Qualifications:
High school education, valid driver’s license, Class II Ohio EPA Wastewater Operating Certification. Five (5) year operating experience, at least one (1) year of operating experience as a Class I Operator. Knowledge of Standard Methods procedures for Wastewater testing and sampling.

Unusual Work Conditions:
Exposed to raw sewage, tolerance to odor. Exposed to hazardous chemicals. May be exposed to dangerous power equipment. May be exposed to various extreme weather conditions. May be exposed to general outside hazards (poison ivy or oak, etc.). May work weekend shifts.

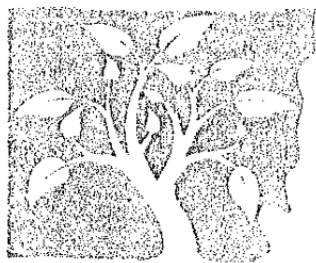
Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF APPROVING PERSONNEL AGREEMENT WITH FULL-TIME SENIOR SERVICES OF BELMONT COUNTY EMPLOYEE ZACHARY LOFTON

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the attached personnel agreement with full-time Senior Services of Belmont County employee Zachary Lofton, effective February 22, 2023.



SSOBC
*Senior Services
of Belmont County*

COMMISSIONERS:
J.P. Dutton
Jerry Echemann
Josh Meyer

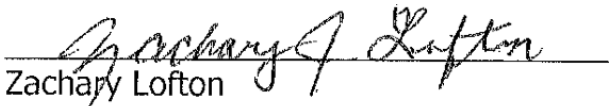
TO: Zachary Lofton
FROM: Lisa Kazmirski, Executive Director
RE: Discipline
DATE: February 16, 2023

On February 13, 2023, I met with you, your Union Representative Brian Gay, and Katie Bayness from the County Human Resource Department. We concluded, in that meeting, that in lieu of a long suspension as the next disciplinary step, it would be to your benefit to complete five (5) sessions of counseling services through the Employee Assistance Program’s ComPsych resource. This option is pending approval by the County Board of Commissioners at their regular meeting on February 22, 2023.

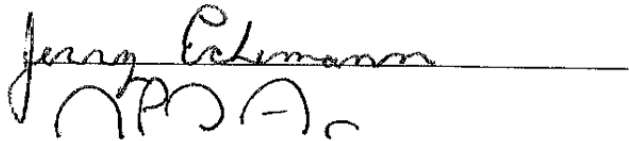
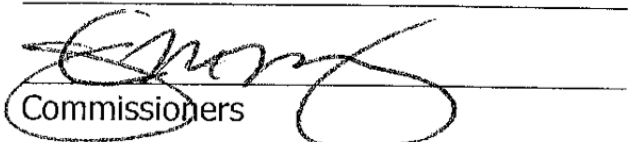
You will need to complete the five (5) sessions, and provide verification of completion to me, by April 5, 2023. Failure to do so will cause us to re-visit the disciplinary process.

We discussed that you might choose financial management sessions for your counseling. If you choose a different option, please inform me of your choice. I have attached the flyer you need to make initial contact for the services. I hope this will benefit you both personally and professionally as we move forward.

Acknowledged by:


Zachary Lofton

Approved by:



Commissioners

Upon roll call the vote was as follows:

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

Recess until Road View at 12:00 p.m.

IN THE MATTER OF THE VACATION
OF TOWNSHIP ROAD T-1305
WHEELING TWP. SEC. 1, T-8, R-4/RD IMP 1189

Journal Entry--Order Upon view of Proposed Improvement
ORDER TO COUNTY ENGINEER

Office of County Commissioners
Belmont County, Ohio

Rev. Code. Sec. 5553.06

Petitioned for by freeholders and others

The Board of County Commissioners of Belmont County, Ohio met in regular session on the 22nd day of February 2023, at the office of the Commissioners with the following members present:

Mr. Dutton
Mr. Echemann
Mr. Meyer

Mr. Dutton moved the adoption of the following:

RESOLUTION

WHEREAS, On the 22nd day of February, 2023, the time heretofore fixed for view of the proposed improvement, we, the Board of County Commissioners having jurisdiction in said matter, went upon the line of said proposed improvement and made personal view of the proposed route and termini thereof, and after full investigation and due consideration of all the facts and conditions pertaining thereto; therefore, be it

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

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

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

RESOLVED, That the said County Engineer be and he is hereby directed to make a report in writing to this Board, on or before the 1st day of March, 2023 the date fixed for the final hearing, setting forth the opinion of said County Engineer either for or against said proposed improvement, ² and the width to which said improvement shall be opened, which shall not be less than thirty feet; said report shall be accompanied by said plat and detailed and accurate descriptions, and filed with the County Commissioners, and this case is continued unto said date.

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

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

Adopted February 22, 2023

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

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

Reconvened Thursday, February 23, 2023 at 11:29 a.m. with Commissioners Dutton and Echemann present with no further business to be had.

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 11:29 A.M.
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 11:29 a.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 1st day of March, 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