

St. Clairsville, Ohio

May 31, 2023

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

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer 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 \$493,649.61**

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS WITHIN FUND**

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

**S77 COMM-BASED CORRECTIONS ACT GRANT/ADULT PROBATION**

FROM	TO	AMOUNT
E-1520-S077-S04.006 Hospitalization	E-1520-S077-S01.002 Salaries	\$6,010.53

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADDITIONAL APPROPRIATIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to make the following additional appropriations, in accordance with the Official Certificate of Estimated Resources as approved by the Budget Commission, under the May 31, 2023, meeting:

**A00 GENERAL FUND**

E-0057-A006-F06.011	Veterinary Services	\$6,231.94
E-0131-A006-A04.002	Salaries-Road	\$216.75
E-0131-A006-A16.000	Other Expenses	\$65.00

**N14 SSD CAPITAL IMPROVEMENTS/BCSSD**

E-9014-N014-N12.000	USDA Sewer Projects	\$590,442.42
---------------------	---------------------	--------------

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to request the Belmont County Budget Commission certify the following monies. **GENERAL FUND/REIMBURSEMENT FROM CAT STRAY SHUN-\$6,231.94** deposited into R-0057-A006-A05.500 Animal Shelter Reimbursement Vet Bills on various dates in 2023. *(Money was received from Belmont County Cat Stray Shun for the reimbursement of vet bills, this amount is above the 2023 estimated revenue for R-0057-A006-A05.500)*

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to execute payment of Then and Now Certification dated May 31, 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. Echemann	Yes
Mr. Meyer	Yes
Mr. Dutton	Absent

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the minutes of the Belmont County Board of Commissioners regular meeting of May 24, 2023.

Upon roll call the vote was as follows:

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

Mr. Echemann made the following announcements-

The Belmont County Board of Commissioners is accepting applications to fill positions on the following boards:

- Belmont County Public Defender Commission. Applications will be accepted through June 1, 2023.
- Mental Health Recovery Board. Applications will be accepted through June 16, 2023.
- Workforce Development Board Area 16. Applications will be accepted through June 16, 2023.

Interested parties may stop in or contact the Commissioners' office at [\(740-699-2155\)](tel:740-699-2155) to request an application.

**IN THE MATTER OF APPROVING CHRISTINA SCHMITT,**  
**FULL-TIME DRIVER (NUTRITION) AT SSOBC, TO START**  
**AUTHORIZED UNPAID FAMILY MEDICAL LEAVE**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Christina Schmitt, full-time Driver (Nutrition) at Senior Services of Belmont County, to start authorized unpaid Family Medical Leave, effective June 9, 2023 and not to exceed June 27, 2023.

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

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into a renewal of a Vendor Agreement on behalf of the Belmont County Department of Job and Family Services for the purpose of providing gasoline to Title XIX (19) eligible persons who have medical appointments outside the local area, effective July 1, 2023 through June 30, 2024, as follows:

<b><u>VENDOR</u></b>	<b><u>MAXIMUM BILLABLE AMOUNT</u></b>
Hissom's Service Center	\$15,000.00
Marathon Gas, dba D&D Fast Foods	\$15,000.00
NSB/2 Partners, LLC	\$15,000.00
Zeake's Sunoco & Sun Shop Exxon	\$15,000.00
52645 National Road LLC, dba Hilltop Sunoco	\$15,000.00

This agreement to provide gasoline, etc. is made and entered into this 31<sup>st</sup> day of May 2023 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Hissom's Service Center LLC, a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2023 through June 30, 2024 inclusive unless otherwise terminated.

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

- A. The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$15,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

This agreement signed on 31st day of May 2023.

Signature: Jim Jones /s/  
 Printed Name: Jim Jones  
 Date: 5-12-23  
 E-Mail Address: Hissomsservicecenter@gmail.com  
 Business Name: Hissom's Service Center  
 Address: 827 E. Main St.  
Barnesville, OH

---

Date

Date 5-31-23

Date 5-31-23

Date 5-31-23



- and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
  - F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
  - G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
  - H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
  - I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$15,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on 31st day of May 2023.

Jeffery L. Felton /s/  
Jeffery Felton, Director  
BCDJFS

Date: 5-30-2023  
Belmont County Department of Job and Family Services  
68145 Hammond Rd.  
St. Clairsville, Ohio 43950  
(740) 695-1075

Signature: Gurinderjit Sosandhu /s/  
Printed Name: Gurinderjit Sosandhu

Date: 5-11-23  
E-Mail Address: \_\_\_\_\_  
Business Name: NSB-2 Partners, LLC  
Address: 45820 National Rd  
St. Clairsville, OH 43950

J. P. Dutton  
Belmont County Commissioner  
Jerry Echemann /s/  
Jerry Echemann  
Belmont County Commissioner  
Josh Meyer /s/  
Josh Meyer  
Belmont County Commissioner  
Approved as to form:  
David K. Liberati /s/ Assist PA  
Prosecutor

Date  
5-31-23  
Date  
5-31-23  
Date  
5-31-23  
Date

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES

VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 31<sup>st</sup> day of May 2023 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and Zeake’s Sunoco and Carryout, and Sun Shop Exxon and Carryout, both the same owner and provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2023 through June 30, 2024 inclusive, unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.

- B. The maximum amount billable under this agreement is \$15,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on 31st day of May 2023.

Jeffery L. Felton /s/  
Jeffery Felton, Director  
BCDJFS  
Date: 5-30-2023  
Belmont County Department of Job and Family Services  
68145 Hammond Rd.  
St. Clairsville, Ohio 43950  
(740) 695-1075

Signature: Anthony Zeakes /s/  
Printed Name: Anthony Zeakes  
  
Date: 5-26-2023  
E-Mail Address: Zoe02@Comcast.net  
Business Name: Sun Shop Exxon  
Address: 1002 N. Lincoln Ave.  
Bridgeport, OHIO 43912

J. P. Dutton  
Belmont County Commissioner  
Jerry Echemann /s/  
Jerry Echemann  
Belmont County Commissioner  
Josh Meyer /s/  
Josh Meyer  
Belmont County Commissioner  
Approved as to form:  
David K. Liberati /s/ Assist PA  
Prosecutor

Date  
5-31-23  
Date  
5-31-23  
Date  
5-31-23  
Date

BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES  
VENDOR AGREEMENT

This agreement to provide gasoline is made and entered into this 31st day of May 2023 by and between the Belmont County Department of Job and Family Services, hereinafter referred to as Department, and 52645 National Road LLC (DBA Hilltop Sunoco), a provider of Title XIX Services, hereinafter referred to as Provider. This agreement will be effective from July 1, 2023 through June 30, 2024 inclusive unless otherwise terminated.

GENERAL REGULATIONS

- A. Provider agrees that the use or disclosure of any information concerning qualified recipients for any purpose not directly related to the delivery of purchased services is prohibited except upon written consent of the recipients or their guardians.
- B. The Provider understands that this written agreement supersedes all oral agreements.
- C. The Provider agrees to hold harmless the County Department of Job and Family Services, the Board of County Commissioners of the county in which the Department is located, and the Ohio Department of Job and Family Services against all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
- D. The Provider agrees that in the performance of this agreement there shall be no discrimination against any client because of race, color, sex, religion, national origin, or handicapped conditions as specified in the Civil Rights Act of 1964 and the Rehabilitation Act of 1973 and all subsequent amendments. It is further agreed discrimination and the right to and method of appeal will be made available to all persons served under this agreement.
- E. In the event Provider receives an overpayment, Provider agrees to repay the Belmont County Department of Job and Family Services the amount to which he/she was not entitled.
- F. In the event that state and/or federal reimbursement is no longer available to the Department, therefore, requiring changes or termination of this agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available, or, later as otherwise stipulated by the Department. This agreement may be terminated by the Provider or the Department upon seven (7) days written notice. Failure to honor the terms of this agreement and/or related state, federal, or local regulations shall result in the immediate termination of this agreement. If any of the terms of this agreement change, the Provider must notify the Department immediately.
- G. Policy that the Provider agrees to adhere to all applicable rules and regulations in the Administrative Code governing service delivery, including insurance.
- H. Eligibility for Services: The County Department of Job and Family Services will determine eligibility for all service recipients directly. Eligibility of individuals to receive purchase services shall be determined in accordance with the policy and procedures established by the Ohio Department of Job and Family Services in the Administrative Code.
- I. Amendment of Agreement: This agreement may be amended at any time by a written amendment signed by both parties and submitted to the Ohio Department of Job and Family Services in the manner required by state regulations.

PAYMENT PROCEDURES

- A. The Department of Job and Family Services agrees to pay the Provider actual cost per gallon Unit for Transportation.
- B. The maximum amount billable under this agreement is \$15,000.00.
- C. The Provider understands that the payment for all services provided in accordance with the provisions of this agreement depends upon the availability of county, state, and federal matching funds.
- D. The Provider understands that a recipient, for whom services are provided, may be required by the Department of Job and Family Services. Other than this fee set by the Department, no additional fees may be charged for services rendered under this agreement.
- E. The Provider agrees to submit an invoice to the Department monthly within five (5) working days following the last working day of the billing period. The Department agrees to review the invoices and authorize with adjustments, if needed, reimbursement for services provided within fifteen (15) to twenty (20) working days of the receipt of the invoice.
- F. Duplicate Billing: Provider warrants that claims made to the County Department of Job and Family Services for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service.

I hereby understand and agree to the terms of this agreement.

This agreement signed on 31st day of May 2023.

Jeffery L. Felton /s/  
Jeffery Felton, Director  
BCDJFS  
Date: 5-3-2023  
Belmont County Department of Job and Family Services

Signature: Himmatbhai Donda /s/  
Printed Name: Himmatbhai Donda  
  
Date: 5-25-23  
E-Mail Address: 52645nationalrd@gmail.com

68145 Hammond Rd.  
St. Clairsville, Ohio 43950  
(740) 695-1075

J. P. Dutton  
Belmont County Commissioner  
*Jerry Echemann /s/*  
Jerry Echemann  
Belmont County Commissioner  
*Josh Meyer /s/*  
Josh Meyer  
Belmont County Commissioner  
Approved as to form:  
*David K. Liberati /s/ Assist PA*  
Prosecutor  
Upon roll call the vote was as follows:

Business Name: 52645 National Rd LLC  
Address: 52645 Nation Rd  
St. Clairsville, Oh 43950

Date  
5-31-23  
Date  
5-31-23  
Date  
5-3-2023  
Date  
Mr. Echemann Yes  
Mr. Meyer Yes  
Mr. Dutton Absent

**IN THE MATTER OF ENTERING INTO THE CONTRACT BETWEEN THE  
MENTAL HEALTH RECOVERY BOARD AND BELMONT COUNTY COMMISSIONERS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to enter into the contract between the Mental Health Recovery Board and the Belmont County Commissioners, effective July 1, 2023 to June 30, 2024 to support the delivery of mental health and substance abuse services to inmates of the Belmont County Jail.  
*Note: The Mental Health Board will compensate the county up to \$94,943.00 for services.*

This Contract is entered into between the Mental Health and Recovery Board, Belmont, Harrison, and Monroe Counties, 99 North Sugar Street, St. Clairsville, Ohio herein referred to as “**BOARD**” and the Belmont County Commissioners, 101 West Main Street, St. Clairsville, Ohio, herein referred to as “**COMMUNITY PARTNER**”.

**I.      Purpose:**

The purpose of this contract is to support the delivery of mental health and substance abuse services to inmates of the Belmont County Jail and establish the control of those services internally with the Community Partner. Additionally, the purpose is to continue the linkage of inmates to community providers and resources outside the jail, upon release.

The outcomes for these funds are:

- 1. Increase access time for inmates to receive behavioral health services on-site.
- 2. Enhanced linkages made upon release for inmates to community-based providers.
- 3. Enhance on-site crisis intervention with inmates.

**II.     Duties of the COMMUNITY PARTNER:**

The Community Partner will purchase:

- 1. Mental health and substance abuse counseling services from an Ohio licensed independent counselor (LPCC) or licensed independent social worker (LISW).
- 2. Complete a quarterly report due on October 15, 2023, January 15, 2024, April 15, 2024, and July 15, 2024. (See attached report)
- 3. The COMMUNITY PARTNER will submit quarterly invoices of expenses to the BOARD.

**III.    Independent Contractor:**

In performing the services herein specified, BOARD agrees that neither the COMMUNITY PARTNER nor any of the employees of the COMMUNITY PARTNER are employees of the BOARD. Nothing contained in the Contract shall be construed to create a partnership or a joint venture between BOARD and COMMUNITY PARTNER, or to authorize either BOARD or COMMUNITY PARTNER to act as a general or special agent of the other party in any respect, except as specifically set forth in this Contract.

**IV.    Duties of the BOARD:**

- 1. The BOARD shall compensate the COMMUNITY PARTNER up to \$94,943.00 for activities/services under this agreement including but not limited to:
  - Direct Service Personnel Salary
  - Direct Service Personnel Fringes
  - Insurance
  - Travel
  - Continuing Education
  - Office Supplies
  - Equipment
- 2. This contract will be in effect from July 1, 2023, to June 30, 2024.
- 3. The BOARD shall advance the COMMUNITY PARTNER one third of the total contract on October 1<sup>st</sup> and an additional one third on January 1<sup>st</sup> and will reconcile the year-to-date expenses to revenue to determine the amount of the remaining 4<sup>th</sup> quarter installment.



- 4. By the eighth day of the month following the end of the quarter, the COMMUNITY PARTNER will submit a detailed invoice of all actual expenses for the preceding quarter to Wendy McKivitz, Chief Finance Officer, [wendym@bhmbboard.org](mailto:wendym@bhmbboard.org) (Attachment1)
- 5. The BOARD’S CFO will reconcile the submitted quarterly invoice and detailed expense report with projected budget expenses.
- 6. A third quarter reconciliation FY 2024 will be completed to determine if a fourth quarter payment is supported.

V. Termination

- 1. Either party may terminate this Contract if all the conditions in this Section are met.
- 2. The party seeking to terminate the Contract shall give not less than sixty (60) days prior notice in writing. Such notice shall be served by certified mail, and return receipt requested.

VI. Amendment and Modification

The parties may amend or modify this Contract at any time provided that such amendments or modifications are in writing, approved by both parties, signed by both parties, and attached to this Contract.

VII. Notice

Any notice required to be given in this Contract shall be deemed to have been properly served if the notice is in writing and delivered by certified mail, and return receipt requested.


VIII. Entire Contract

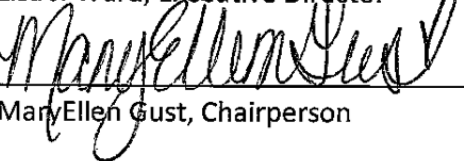
It is acknowledged by the parties hereto that this Contract supersedes any and all previous written or oral Contracts between the parties concerning the subject matter of this Contract.

IX. Governing Law

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio.

THE MENTAL HEALTH AND RECOVERY BOARD BELMONT, HARRISON, AND MONROE COUNTIES

  
\_\_\_\_\_  
Lisa J. Ward, Executive Director


  
\_\_\_\_\_  
MaryEllen Gust, Chairperson

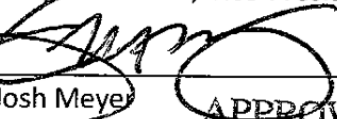
5-16-23  
\_\_\_\_\_  
Date

5/16/23  
\_\_\_\_\_  
Date

BELMOUNT COUNTY COMMISSIONERS

\_\_\_\_\_  
J.P. Dutton, President

  
\_\_\_\_\_  
Jerry Echemann, Vice-President

  
\_\_\_\_\_  
Josh Meyer

\_\_\_\_\_  
Date

5-31-23  
\_\_\_\_\_  
Date

5-31-23  
\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
PROSECUTING ATTORNEY

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE ONE-YEAR RENEWAL OF PREVENTATIVE MAINTENANCE AGREEMENT WITH LIMBACH/JAIL

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the one-year renewal of Preventative Maintenance Agreement #SPM30235-Automated Logic Controls Quarterly Inspection with Limbach in the amount of \$6,045.00 for the Belmont County Jail.

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPROVING THE PROPOSAL FROM



**ERB ELECTRIC COMPANY/JAIL**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve the proposal from ERB Electric Company to furnish and install one (1) Hanwha 4 MP vandal dome camera and one (1) Hanwha 5M fisheye camera, in the amount of \$1,150.00, for the Belmont County Jail. Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR INMATE COMMISSARY SERVICES FOR BELMONT COUNTY JAIL TO KEEFE GROUP**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for Inmate Commissary Services for the Belmont County Jail to Keefe Group, based upon the recommendation of Sheriff David Lucas.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR INMATE TELEPHONE SERVICES FOR BELMONT COUNTY JAIL TO IC SOLUTIONS**

Motion made by Mr. Echemann, seconded by Mr. Meyer to award the bid for the Inmate Telephone Services for the Belmont County Jail to IC Solutions, based upon the recommendation of Sheriff David Lucas.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING AND ADOPTING THE SETTLEMENT AGREEMENT BETWEEN OHIO BUREAU OF WORKERS COMPENSATION AND CLAIMANT, IN CLAIM NUMBERS 00-442408 AND 94-332537**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept and adopt the Settlement Agreement between Ohio Bureau of Workers Compensation and Claimant, in Claim Numbers 00-442408 and 94-332537.

*Note: The settlement will result in the claimant dismissing his appeal filed in the Common Pleas Court. All sums paid in settlement of the claim will be paid by Ohio Bureau of Workers Compensation and due to the age of the claims, the premium rates of the county will not be increased.*

Upon roll call the vote was as follows:

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

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:30 A.M**

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

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 9:52 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 9:52 a.m.

Upon roll call the vote was as follows:

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

Mr. Echemann said as a result of executive session there are two motions to be considered at this time.

**IN THE MATTER OF ACCEPTING RESIGNATION OF HERBERT WALLACE, PART-TIME DELIVERY WORKER (DRIVER)/SSOBC**

Motion made by Mr. Echemann, seconded by Mr. Meyer to accept the resignation of Herbert Wallace, part-time Delivery Worker (Driver) at Senior Services of Belmont County, effective June 9, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING BRET CRUM, WATER PLANT OPERATOR II TO START PARENTAL LEAVE/WATER & SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve Parental Leave for Bret Crum, Water Plant Operator II at the Belmont County Water & Sewer District, effective May 30, 2023 and ending on July 10, 2023.

Upon roll call the vote was as follows:

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

**RECESS**

**10:00 Agenda Item: Bid Opening-Engineer’s Project 23-6 BEL-CR10-22.09 Superstructure Replacement**

**IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 23-6 BEL-CR10-22.09 SUPERSTRUCTURE REPLACEMENT**

This being the day and 10:00 a.m. being the hour that bids were to be on file in the Commissioners’ Office for the Engineers Project 23-6 BEL-CR10-22.09 Superstructure Replacement they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
OH-WV Excavating P.O. Box 128 Powhatan Point, OH 43942	X	\$1,927,521.75
Engineers Estimate: \$1,213,305.53		
Present: Belmont County Engineer Terry Lively		
Motion made by Mr. Echemann, seconded by Mr. Meyer to turn over all bids received for the Belmont County Engineer's <b>Project 23-6 BEL-CR10-22.09 Superstructure Replacement</b> to Belmont County Engineer Terry Lively for review and recommendation.		
Upon roll call the vote was as follows:		
	Mr. Echemann	Yes
	Mr. Meyer	Yes
	Mr. Dutton	Absent

RECESS

**IN THE MATTER OF ADJOURNING**  
**COMMISSIONERS MEETING AT 10:07 A.M.**  
Motion made by Mr. Echemann, seconded by Mr. Meyer to adjourn the meeting at 10:07 a.m.  
Upon roll call the vote was as follows:

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

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