

St. Clairsville, Ohio

July 26, 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 \$796,566.79

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 July 26, 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 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. **B00 DOG & KENNEL FUND/GENERAL FUND TRANSFER-\$100,000.00** transferred from the General Fund into R-1611-B000-B11.574 on 7/26/2023. *(Transferred from budget stabilization)*

Upon roll call the vote was as follows:

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

IN THE MATTER OF ACKNOWLEDGING THE BELMONT COUNTY
COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES
& USE TAX DISTRIBUTION REPORT FOR MAY 2023 AND THE MONTHLY
FINANCIAL REPORT FOR JUNE 2023

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the Belmont County Commissioners received and reviewed the following from the Belmont County Auditor's Office:

- Final Sales & Use Tax Distribution Report for the month of May 2023.
- Monthly Financial Report for the month of June 2023.

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 July 19, 2023.

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: **DJFS-Doug Butts and Mike Frey** to Columbus, OH, on August 10-11, 2023, to attend the OCAPS Conference. A county vehicle will be used for travel. Estimated expenses: 690.00

Upon roll call the vote was as follows:

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

IN THE MATTER OF APPOINTMENT AND REAPPOINTMENTS TO THE BELMONT COUNTY
COMMUNITY ACTION COMMISSION GOVERNING BOARD

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following appointment and reappointments to the Belmont County Community Action Commission Governing Board, for a one-year term commencing August 1, 2023 through July 31, 2024, based upon the recommendation of the CAC Governing Board Executive Committee:

APPOINTMENT:

Mr. Robert Quirk

REAPPOINTMENTS:

Ms. Diane Thompson

Ms. Jody Geese

Ms. Patricia Green-Wallace

Mr. Joseph Vavra

Upon roll call the vote was as follows:

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

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

Motion made by Mr. Dutton, seconded by Mr. Echemann to acknowledge the receipt of an \$8,000.00 and \$1,000.00 donation from anonymous donors to the Belmont County Animal Shelter.

Upon roll call the vote was as follows:

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

Mr. Dutton said, “We continue to evaluate interest packets from various engineers and consultants as we begin the very early stages of evaluating a potential new facility. We have not yet made our selections in terms of a short list of firms we’re talking to.” He added a firm will be brought on board for review and estimate of a new shelter.

**IN THE MATTER OF REVISING THE ESTIMATE FROM WESTERN
BRANCH DIESEL/DIVISIONAL COURTS BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to revise the estimate from Western Branch Diesel, approved on June 28, 2023, from \$7,436.49 to \$10,079.40 (increase of \$2,738.91), for necessary repairs on the generator at the Belmont County Division Courts building.

Note: The additional amount is for a Cummins Programming fee.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL NUMBER PPA28487
FROM H. E. NEUMANN COMPANY/911**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept proposal number PPA28487 from H. E. Neumann Company in the amount of \$7,913.00 for all labor and materials necessary to replace the ductless split system serving the Belmont County 911 server room.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE CERTIFICATION OF DELINQUENT
ACCOUNTS FOR BELMONT COUNTY WATER & SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the certification of the delinquent accounts for the Belmont County Water and Sewer District to the Belmont County Auditor to be placed on the Tax Duplicate and collected in the same manner as other real estate taxes for the year 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT FOR THE
BELMONT COUNTY ENGINEER’S PROJECT 23-5 BEL-CR5-7.45/8.18
SLIDE REPAIR PROJECT WITH OHIO-WEST VIRGINIA EXCAVATING CO.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract for the Belmont County Engineer’s Project 23-5 BEL-CR5-7.45/8.18 (Ramsey Ridge Road) Slide Repair Project with Ohio-West Virginia Excavating Co., in the amount of \$316,154.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S
PROJECT #23-5: BEL-CR5-7.45/8.18 SLIDE REPAIR
OPWC PROJECT CR05AA / CR06AA**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 26th day of July, 2023 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair roadway embankment failures and pavement damage areas along CR5 (Ramsey Ridge Road) and all related Work described by the Contract Documents.

All Work for BEL-CR5-7.45/8.18 SLIDE REPAIR shall be completed by SEPTEMBER 23, 2023.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications including Appendix II to Part 200 of the Code of Federal Regulations (CFR).

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

PROJECT #23-5: BEL-CR5-7.45/8.18 SLIDE REPAIR TOTAL = \$316,154.00

*CR5-7.45 (SITE 1) LOCAL SHARE \$159,565.50
CR5-8.18 (SITE 2) OPWC GRANT \$115,875.49 (CR05AA)
CR5-8.18 (SITE 2) OPWC LOAN \$40,713.01 (CR06AA)*

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/
J. P. Dutton /s/

OHIO - WEST VIRGINIA EXCAVATING CO.

By: Kevin L. Winkler /s/
Kevin L. Winkler, Secretary

Print/Type Signature

Josh Meyer /s/

BEL-CR5-7.45 (SITE 1) SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
81 SY	PAVEMENT REMOVED, ASPHALT	\$45.00	\$3,645.00
162.5 FT	GUARDRAIL REMOVED	\$9.00	\$1,462.50
39 CY	EXCAVATION	\$55.00	\$2,145.00
22 CY	EMBANKMENT	\$52.00	\$1,144.00
124 SY	SUBGRADE COMPACTION	\$3.00	\$372.00
162.5 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$42.00	\$6,825.00
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
11 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$385.00	\$4,235.00
50 CY	AGGREGATE BASE, AS PER PLAN	\$120.00	\$6,000.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$5,500.00	\$5,500.00
870 FT	STEEL PILES, MISC.: HP12X53, FURNISHED, AS PER PLAN	\$45.00	\$39,150.00
15 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$450.00	\$6,750.00
116 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$200.00	\$23,200.00
81 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$125.00	\$10,125.00
609 FT	DRILLED SHAFTS, MISC.: D.S. 24" DIAMETER INTO & ABOVE BEDROCK, APP	\$68.00	\$41,412.00
LUMP SUM	MAINTAINING TRAFFIC	\$3,400.00	\$3,400.00
LUMP SUM	MOBILIZATION	\$3,200.00	\$3,200.00
	BEL-CR5-7.45 (SITE 1) SLIDE REPAIR TOTAL		\$159,565.50

BEL-CR5-8.18 (SITE 2) - OPWC SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
68 SY	PAVEMENT REMOVED, ASPHALT	\$50.00	\$3,400.00
100 FT	GUARDRAIL REMOVED	\$12.00	\$1,200.00
31 CY	EXCAVATION	\$65.00	\$2,015.00
21 CY	EMBANKMENT	\$54.00	\$1,134.00
119 SY	SUBGRADE COMPACTION	\$3.00	\$357.00
312.5 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$35.00	\$10,937.50
1 EACH	ANCHOR ASSEMBLY, MGS TYPE E	\$2,500.00	\$2,500.00
1,000 EACH	EROSION CONTROL	\$1.00	\$1,000.00
9 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$265.00	\$2,385.00
50 CY	AGGREGATE BASE, AS PER PLAN	\$120.00	\$6,000.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$5,500.00	\$5,500.00
840 FT	STEEL PILES, MISC.: HP12X53, FURNISHED, AS PER PLAN	\$45.00	\$37,800.00
15 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$450.00	\$6,750.00
84 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$225.00	\$18,900.00
55 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$150.00	\$8,250.00
644 FT	DRILLED SHAFTS, MISC.: D.S. 24" DIAMETER INTO & ABOVE BEDROCK, APP	\$65.00	\$41,860.00
LUMP SUM	MAINTAINING TRAFFIC	\$3,400.00	\$3,400.00
LUMP SUM	MOBILIZATION	\$3,200.00	\$3,200.00
	BEL-CR5-8.18 (SITE 2) - OPWC SLIDE REPAIR TOTAL		\$156,588.50

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT FOR THE BELMONT COUNTY ENGINEER’S PROJECT 23-14 BEL-CR120-0.35 AND BEL-CR128-1.63 SLIDE REPAIR PROJECT WITH OHIO-WEST VIRGINIA EXCAVATING CO.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract for the Belmont County Engineer’s Project 23-14 BEL-CR120-0.35 (Douglass Road) and BEL-CR128-1.63 (Boston Road) Slide Repair Project with Ohio-West Virginia Excavating Co., in the amount of \$348,213.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S**

PROJECT #23-14: BEL-CR120-0.35 & BEL-CR128-1.63 (PW#267) SLIDE REPAIR

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 26th day of July, 2023 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair roadway embankment failures and pavement damage areas on CR120 (Douglass Road) and CR128 (Boston Road) and all related Work described by the Contract Documents.

All Work for BEL-CR120-0.35 & BEL-CR128-1.63 (PW#267) SLIDE REPAIR shall be completed by October 14, 2023.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications including Appendix II to Part 200 of the Code of Federal Regulations (CFR).

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

PROJECT #23-14: BEL-CR120-0.35 & BEL-CR128-1.63 (PW#267) SLIDE REPAIR

PROJECT #23-14 TOTAL = \$348,213.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/
J. P. Dutton /s/

OHIO - WEST VIRGINIA EXCAVATING CO.

By: Brian Hendershot /s/
Brian Hendershot, President
Print/Type Signature

Josh Meyer /s/

BEL-CR120-0.35 & BEL-CR128-1.63 (PW#267) SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	CLEARING AND GRUBBING, AS PER PLAN	\$6,000.00	\$6,000.00
249 SY	PAVEMENT REMOVED, ASPHALT	\$35.00	\$8,715.00
131 CY	EXCAVATION	\$27.00	\$3,537.00
58 CY	EMBANKMENT	\$27.00	\$1,566.00
349 SY	SUBGRADE COMPACTION	\$5.00	\$1,745.00
2 HOUR	PROOF ROLLING	\$150.00	\$300.00
20 CY	EXCAVATION OF SUBGRADE	\$38.00	\$760.00
10 CY	GRANULAR MATERIAL, TYPE B	\$115.00	\$1,150.00
10 CY	GRANULAR MATERIAL, TYPE E	\$115.00	\$1,150.00
125 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$68.00	\$8,500.00
2 EACH	ANCHOR ASSEMBLY, MGS TYPE E	\$2,600.00	\$5,200.00
2 EACH	ANCHOR ASSEMBLY, MGS TYPE T	\$1,500.00	\$3,000.00
120 SY	SEEDING AND MULCHING, AS PER PLAN	\$15.00	\$1,800.00
4,000 EACH	EROSION CONTROL	\$1.00	\$4,000.00
23 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$330.00	\$7,590.00
33 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$325.00	\$10,725.00
117 CY	AGGREGATE BASE	\$155.00	\$18,135.00
44 GAL	TACK COAT (407)	\$9.00	\$396.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$7,000.00	\$7,000.00
600 FT	STEEL PILES, MISC.: HP12X53, FURNISHED, AS PER PLAN	\$45.00	\$27,000.00
15 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$525.00	\$7,875.00
57 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$275.00	\$15,675.00
36 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$185.00	\$6,660.00
460 FT	DRILLED SHAFTS, MISC.: D.S. 24" DIAMETER INTO & ABOVE BEDROCK, APP	\$115.00	\$52,900.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$6,500.00	\$6,500.00
660 FT	STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN	\$61.00	\$40,260.00
16 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$500.00	\$8,000.00

105 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$270.00	\$28,350.00
68 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$165.00	\$11,220.00
418 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$88.00	\$36,784.00
2 MGAL	WATER	\$10.00	\$20.00
LUMP SUM	MAINTAINING TRAFFIC	\$8,000.00	\$8,000.00
LUMP SUM	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	\$1,200.00	\$1,200.00
LUMP SUM	MOBILIZATION	\$6,500.00	\$6,500.00
	<i>BEL-CR120-0.35 & BEL-CR128-1.63 (PW#267) SLIDE REPAIR TOTAL</i>		<i>\$348,213.00</i>

Upon roll call the vote was as follows:

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

IN THE MATTER OF ENTERING INTO CONTRACT FOR THE BELMONT COUNTY ENGINEER’S PROJECT 23-15 BEL-CR34-2.52 AND BEL-CR56-5.02SLIDE REPAIR PROJECT WITH OHIO-WEST VIRGINIA EXCAVATING CO.

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract for the Belmont County Engineer’s Project 23-15 BEL-CR34-2.52 (Hospital Road) and BEL-CR56-5.02 (Mt. Victory Road) Slide Repair Project with Ohio-West Virginia Excavating Co., in the amount of \$219,232.00, based upon the recommendation of Terry Lively, Belmont County Engineer.

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS
BELMONT COUNTY ENGINEER'S**

PROJECT #23-15: BEL-CR34-2.52 & BEL-CR56-5.02 (PW#296) SLIDE REPAIR

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 26th day of July, 2023 between **OHIO - WEST VIRGINIA EXCAVATING CO.**, P.O. Box 128, Powhatan Point, OH 43942 and Jerry Echemann, Josh Meyer and J.P. Dutton, Commissioners of Belmont County, WITNESSETH that said **OHIO - WEST VIRGINIA EXCAVATING CO.** hereby agrees to furnish all labor, materials, equipment, tools, transportation, supplies, and other incidentals and all tasks necessary to repair roadway embankment failures and pavement damage areas on CR34 (Hospital Road) and CR56 (Mt. Victory Road) and all related Work described by the Contract Documents.

All Work for BEL-CR34-2.52 & BEL-CR56-5.02 (PW#296) SLIDE REPAIR shall be completed by October 14, 2023.

Contractor and Subcontractor shall pay the prevailing rate of wages as required under Chapter 4115, Ohio Revised Code, and comply with all other bidder specifications including Appendix II to Part 200 of the Code of Federal Regulations (CFR).

All Work shall be in accordance with the State of Ohio Department of Transportation Construction and Materials Specifications (CMS), dated January 1, 2019, and shall be under the direction of the County Engineer.

PROJECT #23-15: BEL-CR34-2.52 & BEL-CR56-5.02 (PW#296) SLIDE REPAIR

PROJECT #23-15 TOTAL = \$219,232.00

And it is further understood and agreed upon by the parties above, that all the materials used shall be of the best kinds usually used for such purposes. That said **OHIO - WEST VIRGINIA EXCAVATING CO.** shall cause to be executed a bond to the satisfaction of the Commissioners for the faithful performance of the work, and for the security of the County, against pecuniary loss.

BELMONT COUNTY COMMISSIONERS

Jerry Echemann /s/
J. P. Dutton /s/

OHIO - WEST VIRGINIA EXCAVATING CO

By: Brian Hendershot /s/
Brian Hendershot, President
Print/Type Signature

Josh Meyer /s/

BEL-CR34-2.52 & BEL-CR56-5.02 (PW#296) SLIDE REPAIR

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	CLEARING AND GRUBBING, AS PER PLAN	\$6,300.00	\$6,300.00
193 SY	PAVEMENT REMOVED, ASPHALT	\$40.00	\$7,720.00
82 CY	EXCAVATION	\$44.00	\$3,608.00
44 CY	EMBANKMENT	\$35.00	\$1,540.00
298 SY	SUBGRADE COMPACTION	\$5.00	\$1,490.00
2 HOUR	PROOF ROLLING	\$150.00	\$300.00
20 CY	EXCAVATION OF SUBGRADE	\$38.00	\$760.00
10 CY	GRANULAR MATERIAL, TYPE B	\$105.00	\$1,050.00
10 CY	GRANULAR MATERIAL, TYPE E	\$105.00	\$1,050.00
100 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$57.00	\$5,700.00
2 EACH	ANCHOR ASSEMBLY, MGS TYPE E	\$3,500.00	\$7,000.00
44 SY	SEEDING AND MULCHING, AS PER PLAN	\$23.00	\$1,012.00
4,000 EACH	EROSION CONTROL	\$1.00	\$4,000.00
16 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$365.00	\$5,840.00
26 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$300.00	\$7,800.00
92 CY	AGGREGATE BASE	\$125.00	\$11,500.00

0.08 MILE	EDGE LINE, 6”, TYPE 1	\$17,000.00	\$1,360.00
0.04 MILE	CENTERLINE, TYPE 1	\$32,000.00	\$1,280.00
32 GAL	TACK COAT (407)	\$9.00	\$288.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$6,000.00	\$6,000.00
450 FT	STEEL PILES, MISC.: HP12X53, FURNISHED, AS PER PLAN	\$45.00	\$20,250.00
11 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$550.00	\$6,050.00
42 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$265.00	\$11,130.00
39 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$175.00	\$6,825.00
345 FT	DRILLED SHAFTS, MISC.: D.S. 24" DIAMETER INTO & ABOVE BEDROCK, APP	\$63.00	\$21,735.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$6,000.00	\$6,000.00
390 FT	STEEL PILES, MISC.: HP12X53, FURNISHED, AS PER PLAN	\$45.00	\$17,550.00
9 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$600.00	\$5,400.00
36 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$285.00	\$10,260.00
23 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$225.00	\$5,175.00
299 FT	DRILLED SHAFTS, MISC.: D.S. 24" DIAMETER INTO & ABOVE BEDROCK, APP	\$61.00	\$18,239.00
2 MGAL	WATER	\$10.00	\$20.00
LUMP SUM	MAINTAINING TRAFFIC	\$8,500.00	\$8,500.00
LUMP SUM	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	\$1,000.00	\$1,000.00
LUMP SUM	MOBILIZATION	\$5,500.00	\$5,500.00
	<i>BEL-CR34-2.52 & BEL-CR56-5.02 (PW#296) SLIDE REPAIR TOTAL</i>		<i>\$219,232.00</i>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF EXECUTING AMENDMENT NO. 1 TO THE
FAA GRANT AGREEMENT, AIP GRANT NUMBER 3-39-0007-014-2020**

Motion made by Mr. Echemann, seconded by Mr. Meyer, as the co-sponsor for the Belmont County Regional Airport Authority, to authorize the President of the Board of Belmont County Commissioners, J. P. Dutton, to execute Amendment No. 1 to the FAA Grant Agreement, AIP Grant Number 3-39-0007-014-2020, approved on August 19, 2020, to increase the amount to \$2,977,683.00 for the Barnesville-Bradfield Airport project for runway reconstruction and access road relocation.

Note: This is to cover \$59,781.00 of additional work required to protect existing utilities in the area.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING THE OHIO DEPARTMENT OF DEVELOPMENT
WATER AND WASTEWATER INFRASTRUCTURE PROGRAM GRANT AGREEMENT
FOR THE BLAINE HILL GRAVITY FORCE MAIN REPLACEMENT PROJECT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the Ohio Department of Development Water and Wastewater Infrastructure Program Grant Agreement, effective January 1, 2023 to December 31, 2024, in the amount of \$858,750.00 for the Blaine Hill Gravity Force Main Replacement Project.

Ohio Department of Development
Water and Wastewater Infrastructure Program
Grant Agreement

This Grant Agreement (the "Agreement") is made and entered into between the Ohio Department of Development (the "Grantor"), located at 77 South High Street, Columbus, Ohio 43215 and **Belmont County Board of Commissioners** (the "Grantee") for the period **January 1, 2023 to December 31, 2024**. Grantee to set forth the terms and conditions upon which Grantor will provide financial assistance to Grantee and Grantee will use the financial assistance for costs of implementing the Water and Wastewater Infrastructure Program (WWIP) in accordance with the terms of this Agreement, the Grant Application (the "Application") referenced in **Exhibit I, Scope of Work/Grant Application**, which consists of the collective materials submitted by Grantee to Grantor via Grantor's online system and the contents of this Agreement (collectively, the "Project"). In the event there is a conflict between this Agreement and the Exhibits, the Exhibits control.

Statement of the Agreement

1. **Award of Grant Funds.** Grantor hereby grants funds to Grantee in the amount of **\$858,750.00** (the "Grant Funds"), for the sole and express purpose of providing for the performance of the program listed above and undertaking the Project(s) as listed in Grantee's **Application**. Grantee may not use the Grant Funds for any purpose other than completion of the Project. The Grant Funds shall be further contingent upon the Special Conditions set forth in **Exhibit IV, Special Conditions**, if applicable. Expenditures shall be supported by contracts, invoices, vouchers and other data as appropriate, including the reports listed in accordance with the schedule set forth in **Exhibit II: Reporting**, evidencing the costs incurred. If the Grant Funds are not expended in accordance with the terms, conditions and time period set forth in this Agreement or the total amount of the Grant Funds exceeds the eligible costs of the Project(s), the amounts improperly expended or not expended shall be returned to Grantor within 30 days after the expiration or termination of this Agreement. Grantee shall not pledge the Grant Funds as security for any loan or debt of any kind other than that described in this Agreement.
2. **Funding Source.** The American Rescue Plan Act was signed into law March 11, 2021 and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, which together make up the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program. This program was intended to provide support to State, territorial, local, and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses. Grantee agrees to comply with all requirements of the SLFRF.
3. **Term of Agreement.** This Agreement shall be effective from the Beginning Date and shall continue through the Expiration Date set forth on page one of this Agreement, unless terminated earlier in accordance with Section 15 of this Agreement. Reporting and refund obligations shall continue in accordance with the schedules set forth in Exhibit II and until satisfactorily completed.
4. **Scope of Work.** Grantee shall undertake the Project(s) as listed in the Application. Grantor may, from time to time, as it deems appropriate and necessary, communicate specific instructions and requests and provide guidance and direction to Grantee concerning the performance of the work described in this Agreement. Within a reasonable period of time, Grantee shall comply with such instructions and fulfill such requests to the satisfaction of Grantor. These instructions and requests are to ensure the satisfactory completion of the work contemplated under this Agreement. In no event shall the Grant Funds be used for any other purpose than that described in this Agreement.
5. **Payment of Grant Funds.** Payment to Grantee of the Grant Funds shall be made upon the timely submission to Grantor of a financial reimbursement request. Grantee shall deposit all Grant Funds

received under this Agreement in a Federal Deposit Insurance Corporation (FDIC) account and record in a separate account on the books of Grantee. Grantor reserves the right to suspend payments should Grantee fail to provide required reports in a timely and adequate fashion or if Grantee fails to meet other terms and conditions of this Agreement. Grantor may withhold payment requests if Grantee fails to comply with the above requirements until such compliance is demonstrated.

- 6. **Reporting Requirements.** Grantee shall submit to Grantor the reports required in Exhibit II.
- 7. **Records, Access and Maintenance.** Grantee shall establish, and physically control for at least five years from the final close out of this Agreement such records as are required by Grantor, including but not limited to, financial reports, intake and participant information, program and audit reports. The parties further agree that records required by Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between Grantor and Grantee shall be maintained for the time needed for the resolution of any such issue. If for any reason Grantor shall require a review of the records related to the Project(s), Grantee shall, at its own cost and expense, segregate all such records related to the Project(s) from its other records of operation.
- 8. **Audits.** An audited Grantee shall submit to the Federal Audit Clearinghouse and make available for public inspection a copy of the audit, data collection form and reporting package as described in **2 CFR 200 Subpart F – Audit Requirements** within the earlier of 30 days after receipt of the auditor’s report(s) or nine months after the end of the audit period. In addition, Grantees must notify the Grantor when their audit reporting package is submitted to the Federal Audit Clearinghouse. Notification should be sent to singleaudit@development.ohio.gov and must take place within seven (7) days following submission of the reporting package to the Federal Audit Clearinghouse. In lieu of or in addition to the notification, Grantees may electronically submit their single audit report to singleaudit@development.ohio.gov or mail one copy of the single audit report to Special Projects Coordinator, Audit Office, P. O. Box 1001, Columbus, Ohio 43216-1001.
- 9. **Monitoring, Evaluation and Audit Activities.** Grantor shall supervise, evaluate, and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement. Grantee's staff and all parties involved with the project shall cooperate with Grantor and its authorized representatives in their program monitoring and shall maintain and make available to Grantor all programmatic, fiscal, and performance records necessary for Grantor’s monitoring and evaluation. Grantee shall submit to Grantor reports detailing the expenditures of the Grant Funds and such other reports as may be required by Grantor, including the reports listed and according to the schedule set forth in Exhibit II. As directed by Grantor, all activities associated with this Agreement will be subject to fiscal and compliance audits in accordance with 2 CFR 200, as amended by 2 CFR 910; and Generally Accepted Auditing Standards.
- 10. **Reports and Records.**
 - a. **Performance Reports.** Grantor shall supervise, evaluate and provide guidance and direction to Grantee in the conduct of the work and activities to be performed under the terms of this Agreement.
 - b. **Signature and Costs.** The chief executive officer, chief financial officer, or other officer of Grantee authorized to sign tax returns on behalf of Grantee shall certify by his or her signature of each report required by Exhibit II that the information reported by Grantee is true, complete and correct.
 - c. **Remedy.** Performance reports are essential for Grantor’s effective administration of this grant and its financial incentive programs, generally. If Grantee fails to submit any Required Report and such breach continues uncured for more than 30 days, Grantor may recover, and Grantee

shall pay, as liquidated damages for the breach, an amount equal to \$500 for each month or part of a month the Required Report is past due.

- 11. **Rights of Inspection.** Grantee shall permit Grantor to inspect and copy, during normal business hours, any books and records necessary to ensure compliance with the terms and conditions of this Agreement. Grantee acknowledges and agrees that rights of inspection (1) extend to representatives and agents of Grantor and federal agencies that pass funds through Grantor including, but not limited to, the Auditor of State of Ohio, an appropriate inspector general appointed under applicable federal or state law, the Comptroller General of the United States and/or the Government Accountability Office; (2) include the rights to examine Grantee's corporate accounts or other accounts and/or funding sources within the control and/or name of Grantee when there is evidence (e.g., vouchers, invoices, canceled checks, descriptions, etc.) that these books contain original or substantial source documentation of the federal funds granted herein; (3) contain Grantee's covenant to make all fiscal records available to authorized audit personnel of Grantor and its federal agencies for inspection at any time and as often as Grantor may deem necessary and in a manner as not to interfere with the normal business operation of Grantee; and (4) include Grantee's undertaking to make available to Grantor for interview any officer or employee of Grantee or of any contractor or subcontractor of Grantee regarding the Grant Funds and any transaction involving the Grant Funds. Grantee shall also require each of its non-profit partners, contractors and subcontractors paid with Grant Funds to make its respective books and records available for inspection and copying in the same manner as described in this section for Grantee's books and records.
- 12. **Budget Alterations.** Grantee may make alterations to any line in its budget submitted with this Agreement as referenced in the **Application** so long as Grantee notifies Grantor of such budget alteration in writing 30 days prior to the date of the change and Grantor approves the proposed alteration in writing. Alterations to line items in Grantee's budget shall not increase the amount of Grant Funds awarded under this Agreement. Grantor shall respond to Grantee's request to approve a budget alteration in writing within a reasonable period of time.
- 13. **Grantee Status.** Public entities within a Political Subdivision with the authority to own and operate public water and sewer systems. If Grantee is a political subdivision, Grantee shall maintain its political subdivision status in compliance with the laws of the State of Ohio during the term of this Agreement.
- 14. **Grantee Certifications and Assurances.** Grantee shall abide by all provisions listed in **Exhibit III, Contract Provisions**. Also, by signing this Agreement, Grantee certifies and assures the following:
 - a. **Equal Employment Opportunity.** Grantee will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, military status, ancestry, veteran status, or any other factor specified in **Section 125.111 of the Ohio Revised Code, in the Civil Rights Act of 1964, as amended, or in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights**. Grantee will take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to the aforementioned classes. Grantee will, in all solicitations or advertisements for employees placed by or on behalf of Grantee, state that all qualified applicants will receive consideration for employment without regard to the aforementioned classes. Grantee will incorporate the requirements of this paragraph in all of its respective contracts for any of the work for which the Grant Funds are expended (other than subcontracts for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
 - b. **Property and Equipment Purchases.** All items purchased by Grantee are and shall remain the property of Grantee, except if Grantor exercises its right to terminate this Agreement pursuant to

paragraph 17, in which case all property and equipment purchased by Grantee with any Grant Funds herein awarded shall revert to Grantor. Grantee shall provide for the security and safekeeping of all items obtained through this Agreement.

- c. **Accounting systems** used by Grantee are in accordance with generally accepted accounting standards; 2 Code of Federal Regulations (CFR) 200 and applicable appendices, as amended by 2 CFR 910; and other applicable local, state and federal statutes, regulations, policies, directives, and guidelines. Grantee has established procedures to ensure good fiscal and management practices to deposit and account for the Grant Funds. Grantee shall make appropriate documentation relating to the Grant Funds available to the Grantor and the U.S. Department of Treasury, the Comptroller General of the United States, or any of their duly authorized representatives, for examination or copying, upon a reasonable request.
- d. Grantee is and shall remain throughout the term of this Agreement insured to cover all individuals responsible for the security and control of the Grant Funds covered under this Agreement. Grantee shall maintain written documentation of such insurance coverage on file and produce a copy at the request of the Grantor.
- e. Grantee shall file with Grantor a Certification Regarding Lobbying and comply with the requirements set forth in 45 CFR Part 93. Also, if Grantee is a nonprofit organization, by submitting an application and accepting the Grant Funds under this Agreement, Grantee assures that it is not an organization that has engaged in any lobbying activities described in the "Lobbying Disclosure Act of 1995," 2 U.S.C. § 1601. Further, by accepting the Grant Funds under this Agreement, Grantee agrees that none of the Grant Funds obligated by this Agreement shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate with Congress as described in 18 U.S.C. § 1913.
- f. Grantee shall file with Grantor a Certification Regarding Drug-Free Workplace Requirements and comply with the requirements set forth in Sections 5151 to 5160 of the "Drug-Free Workplace Act of 1988," 41 U.S.C. §§ 8101-8106.
- g. Grantee shall file with Grantor a Certification Regarding Debarment, Suspension and Other Responsibility Matters and comply with the requirements regarding debarment and suspension in 2 CFR Part 180, Subpart C; 2 CFR Part 901, Subpart C; and 45 CFR Part 73b.
- h. Grantee is informed that 18 U.S.C. § 666, Theft or Bribery Concerning Programs Receiving Federal Funds, is applicable to funds received under this Agreement.
- i. Grantee shall comply with all terms of the "Pro-Children Act of 2001," 42 U.S.C. §§ 7181-7184. Smoking will not be permitted within an indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, daycare, early childhood development services education, or library services to children under the age of 18.
- j. Grantee must ensure they do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the U.S. Treasury Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42

15. Termination

- a. Grantor may immediately terminate this Agreement by giving reasonable written notice of termination to Grantee for any of the following occurrences:
 - i. Failure of Grantee to fulfill in a timely and proper manner any of its obligations under this Agreement.
 - ii. Failure of Grantee to submit any report required by this Agreement that is complete and accurate.
 - iii. Failure of Grantee to use the Grant Funds for the stated purposes in this Agreement.
 - iv. Cancellation or Reduction of the grant of funds from the U.S. Department of Treasury.
- b. Early Termination: Grantor may also terminate this Agreement if Grantee (i) defaults under another Agreement between the Grantor and/or the Tax Credit Authority and Grantee (ii) admits Grantee's inability to pay its debts as such debts become due, (iii) Grantee commences a voluntary bankruptcy, (iv) an involuntary bankruptcy action occurs against Grantee which remains undismissed or unstayed for 60 days, (v) Grantee fails to meet the minimum funding requirements under the Employee Retirement Income Security Act or other such employee benefits plan, or (vi) Grantor has reason to believe Grantee has ceased operations at the Project location. The events permitting early termination by Grantor shall be considered a default by Grantee and subject to the Effects of Termination under Section 18 of this Agreement.

16. Remedies. Following a default by Grantee, Grantor may exercise one or more of the following remedies:

- a. **Discontinue Disbursements.** If the Grant Funds have not been fully disbursed, Grantor may terminate any and all of Grantor's obligations under this Agreement, including the obligation to make further disbursements of Grant Funds.
- b. **Suspension or Termination.** Grantor may withhold payment under this Agreement, suspend or terminate the Agreement in whole or in part for cause, which shall include, but is not limited to: (1) failure for any reason by Grantee to fulfill in a timely and proper manner its obligations under this Agreement, or other agreements entered into between the parties, including compliance with the approved program and any and all statutes, Executive Orders, regulations, directives, guidelines, plans or other requirements as may become generally applicable at any time; (2) Grantor determines that the governing board of Grantee cannot or will not take the necessary action to bring Grantee into compliance with applicable requirements of 2 CFR 200,as amended by 2 CFR 910 with the requirements of any applicable program statute or rule, or with any other term or condition of this Agreement within the time period allowed by Agreement or as approved by Grantor; (3) Grantor determines that the nature or extent of noncompliance is extreme and warrants immediate termination of this Agreement; (4) Grantee ceases to exist or becomes legally incapable of performing its responsibilities under the Agreement; (5) Grantee has failed to comply with any timelines for the expenditure of Grant Funds as required by Grantor; (6) ineffective or improper use of the Grant Funds provided under this Agreement; (7) failure to comply with reporting requirements including, but not limited to, submission by Grantee to Grantor of reports that are incorrect or incomplete in any material respect; (8) suspension or termination of any funds provided under this Agreement, or the portion thereof delegated by this Agreement; and (9) cancellation of grant funds. Grantee acknowledges that timely performance and attainment of performance measurements are material to Grantee's compliance with this Agreement and a priority of the federal and state governments in the administration of the Grant Funds.
- c. **Demand Repayment of Grant Funds or Liquidated Damages.** Under the circumstances described in Section 3 of this Agreement, demand repayment of Grant Funds improperly

- expended and under the circumstances described in Section 11 of this Agreement, demand liquidated damages as provided in Section 11(c). Grantee shall not be required to refund Grant Funds or pay liquidated damages in an amount that exceeds the Grant Funds awarded.
- d. **Other Legal Remedies.** Pursue any other legal or equitable remedies Grantor may have under this Agreement or applicable law.
 - e. **Remedies Cumulative.** No remedy provided to Grantor under this Agreement or otherwise by law or in equity is exclusive of any other available remedy. No delay or omission by Grantor in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised from time to time as often as may be deemed by Grantor to be expedient.
17. **Effects of Termination.** Within 60 days after termination of this Agreement, Grantee shall surrender all reports, documents, and other materials assembled and prepared pursuant to Agreement, which shall become the property of Grantor, unless otherwise directed by Grantor. After receiving written notice of termination, Grantee shall incur no new obligations and shall cancel as many outstanding obligations as possible. Upon compliance with this Section, Grantee shall receive compensation for all activities satisfactorily performed prior to the effective date of termination.
18. **Liability and Indemnification.** Public Agency or Governmental Entity. If Grantee is a public agency or governmental entity, Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person and damage to property (including property of Grantor) caused by the negligent acts or omissions or negligent conduct of Grantee, to the extent permitted by law, in connection with the work and activities of this Agreement. Furthermore, as between the parties to this Agreement, each party agrees to be liable for the negligent acts or negligent omissions by or through itself and its respective employees, agents, and contractors. Each party to this Agreement further agrees to defend itself and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one party to the other.
19. **Forbearance Not a Waiver.** No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Grantor of any of its rights hereunder.
20. **Certification of Funds Available.** None of the rights, duties, and obligations described in this Agreement shall be binding upon either party until all statutory provisions of the Ohio Revised Code, including, but not limited to, Section 126.07, have been complied with, and until such time as all necessary funds have actually been made available and forthcoming from the appropriate state and/or federal agencies.
21. **Conflict of Interest.** No personnel of Grantee, contractor of Grantee or personnel of any such contractor, and no public official who exercises any functions or responsibilities in connection with the review or approval of any work completed under this Agreement, shall, prior to the completion of such work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his or her functions or responsibilities with respect to the completion of the work contemplated under this Agreement. Grantee shall immediately disclose in writing to Grantor any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily. Grantee shall cause any such person who, prior to or after the execution of this Agreement, acquires any personal interest, voluntarily or involuntarily, to immediately disclose such interest to Grantor in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless Grantor determines that, in light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.
22. **Adherence to State and Federal Laws, Regulations.**

- a. **General.** Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee’s obligations under this Agreement, the completion of the Project and the operation of the Project as long as Grantee has any obligation to Grantor under this Agreement. Without limiting the generality of such obligation, Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers’ compensation premiums, income tax withholding, social security withhold, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the Project, and Grantee shall comply with all applicable environmental, zoning, planning and building laws and regulations
 - b. **Ethics.** Grantee, by its signature on this document, certifies: (1) it has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, **ORC Sections 102.01 et seq., 2921.01, 2921.42, 2921.421, 2921.43, and 3517.13(I) and (J), and (2)** will take no action inconsistent with those laws, as any of them may be amended or supplemented from time to time. Grantee understands that failure to comply with the ethics and conflict of interest laws, is in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
- 23. **Outstanding Liabilities.** Grantee represents and warrants that it does not owe: (1) any delinquent taxes to the State of Ohio (the "State") or a political subdivision of the State; (2) any amount to the State or a state agency for the administration or enforcement of any environmental laws of the State; and (3) any other amount to the State, a state agency or a political subdivision of the State that are past due, whether or not the amounts owed are being contested in a court of law.
- 24. **Falsification of Information.** Grantee represents and warrants that it has made no false statements to Grantor in the process of obtaining this award of the Grant Funds. If Grantee has knowingly made a false statement to Grantor to obtain this award of the Grant Funds, Grantee shall be required to return all the Grant Funds immediately pursuant to **ORC Section 9.66(C)(2)** and shall be ineligible for any future economic development assistance from the State, any state agency or a political subdivision pursuant to **ORC Section 9.66(C)(1)**. Any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to **ORC 2921.13(F)(1)**, which is punishable by a fine of not more than \$1,000 and/or a term of imprisonment of not more than 180 days.
- 25. **Public Records.** Grantee acknowledges that this Agreement and other records in the possession or control of Grantor regarding the Project are public records under **ORC 149.43** and are open to public inspection unless a legal exemption applies.
- 26. **Debarment.** Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency as defined in **2 CFR Part 180** and **2 CFR 2424**.
- 27. **Miscellaneous.**
 - a. **Forum and Venue.** Grantee irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Columbus, Ohio, in any action or proceeding arising out of or related to this Agreement, Grantee agrees that all claims in respect of such action or proceeding may be heard and determined in any such court, and Grantee irrevocably waives any objection it may now or hereafter have as to the venue of any such action or proceeding brought in such court or that such court is an inconvenient forum. Nothing in this Agreement shall limit the right of Grantor to bring any action or proceedings against Grantee in the courts of any other jurisdiction. Any actions or proceedings by Grantee against Grantor or the State of Ohio

involving, directly or indirectly, any matter in any way arising out of or related to this Agreement shall be brought only in a court in Columbus, Ohio.

- b. **Entire Agreement.** This Agreement, including its exhibits and documents incorporated into it by reference, constitutes the entire agreement and understanding of the parties with respect to its subject matter. Any prior written or verbal agreement, understanding or representation between the parties or any of their respective officers, agents, or employees is superseded and no such prior agreement, understanding or representation shall be deemed to affect or modify any of the terms or conditions of this Agreement.
- 28. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.
- 29. **Pronouns.** The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- 30. **Headings.** Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement
- 31. **Counterparts; PDF Accepted.** This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Copies of signatures sent by facsimile transmission or provided electronically in portable document format ("PDF") shall be deemed to be originals for purposes of execution and proof of this Agreement.
- 32. **Notices.** All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the case of Grantor, to:

Ohio Department of Development
Office of Community Development
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001
Attn: Deputy Chief

In the case of Grantee, to:

Belmont County Board of Commissioners
101 W Main St Saint Clairsville, OH 43950

OPEN PUBLIC FORUM-Jerri McCombs, Bannock, inquired about purchasing county owned property that surrounds her property. Mr. Dutton explained when this first came to the attention of the Board of Commissioners they reached out to County Engineer Terry Lively, Water and Sewer District Director Kelly Porter and other county entities to see if they have any interest in the property. They also check with surrounding property owners. Mr. Porter said the property was acquired by a matter he is not sure it should be sold. The Prosecutor’s Office agreed. Mr. Dutton said he will view the property with Mr. Porter to see if there is anyway the property can be minimized.

RECESS

Proclamation in Honor of Mayson Sochor of Bellaire High School, Division III 110-Meter High Hurdles State Champion
Present: Mayson, Derrick, Nicole and Shayleigh Sochor

IN THE MATTER OF ADOPTING THE PROCLAMATION IN HONOR OF MAYSON SOCHOR OF BELLAIRE HIGH SCHOOL DIVISION III 110-METER HIGH HURDLES STATE CHAMPION

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the proclamation in honor of Mayson Sochor of Bellaire High School, Division III 110-Meter High Hurdles State Champion.

**Proclamation
in honor of
Mayson Sochor
Division III 110-Meter High Hurdles
State Champion**

WHEREAS, Mayson Sochor of Bellaire High School has been competing like a “Man on a Mission” all spring, and;
WHEREAS, Mayson Sochor completed that mission during the final day of the OHSAA State Track and Field Championships at Jesse Owens Memorial Stadium on the Ohio State University campus by running a personal best of 14.80, and;
WHEREAS, Mayson Sochor was named to the Times Leader All-Star Team and was named the Division 3 Track Athlete of the Year. He is the first hurdler from Bellaire to win a state track title, and;
WHEREAS, heartfelt congratulations are extended to head Coach Shawn Valloric, Coach Jayson Keyser and Mayson Sochor who have brought much pride to the Bellaire School District, as well as Belmont County.
NOW, THEREFORE, BE IT RESOLVED that the Belmont County Commissioners, on behalf of all county residents, do hereby honor Mayson Sochor on his athletic achievements and wish him continued success in all of his future endeavors.
Adopted this 26th day of July, 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

RECESS

Engineer’s Project 23-13 BEL-CR5-6.89/10.23 Paving Project

IN THE MATTER OF BID OPENING FOR ENGINEER’S PROJECT 23-13 BEL-CR5-6.89/10.23 PAVING 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 Engineers Project 23-13 BEL-CR5-6.89/10.23 Paving Project; they proceeded to open the following bids:

NAME	BID BOND	BID AMOUNT
NLS Paving, Inc. 67925 Bayberry Drive, Suite B St. Clairsville, OH 43950	X	\$607,845.85
Cast & Baker Corp. 2214 Washington Road Canonsburg, PA 15317	X	\$717,967.75
Shelly & Sands, Inc. PO Box 66 Rayland, OH 43943	X	\$665,820.00

Engineers Estimate: \$607,383.50
Present: Belmont County Engineer Terry Lively, Sam Haverty, Shelly & Sands, Dave Lash, Cast & Baker and Rick Oberdick, NLS Paving
Motion made by Mr. Dutton, seconded by Mr. Echemann to turn over all bids received for the Belmont County Engineer’s **Project 23-13 BEL-CR5-6.89/10.23 Paving Project** to Belmont County Engineer Terry Lively for review and recommendation.
Upon roll call the vote was as follows:

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

RECESS

IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:21 A.M

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator (via phone), pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.
Upon roll call the vote was as follows:

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

IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:00 P.M.

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:00 p.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 to be considered.

**IN THE MATTER OF HIRING CHRISelda DELA PENA
AS A FULL-TIME EMT/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Chriselda Dela Pena as a full-time EMT at the Belmont County Jail, effective July 28, 2023, at pay grade 2, step 4.

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-A50.000 Budget Stabilization	E-0257-A015-A15.074 Transfers Out	\$100,000.00
E-0059-A009-A00.002 Salary	E-0059-A009-A01.003 PERS	\$827.22

H05 WORKFORCE DEVELOPMENT GRANT/BCDJFS

FROM	TO	AMOUNT
E-2600-H005-H02.000 Out of School Youth	E-2600-H005-H01.000 In School Youth	\$75,000.00

S30 OAKVIEW JUVENILE REHABILITATION

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S57.000 Travel/St. Dev.	\$2,500.00
E-8010-S030-S59.000 Fuel/Utilities	E-8010-S030-S58.000 Communications	\$3,489.83
E-8010-S030-S64.012 Equipment	E-8010-S030-S58.000 Communications	\$6,143.73

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 B00 DOG & KENNEL FUND

FROM	TO	AMOUNT
E-0257-A015-A15.074 Transfers Out	R-1600-B000-B11.574 Transfers	\$100,000.00

W80 PROSECUTOR’S-VICTIM ASSISTANCE PROGRAM AND A00 GENERAL FUND

FROM	TO	AMOUNT
E-1511-W080-P01.002 Salary	R-0040-A000-A47.574 Transfers In	\$2,664.18

Y04 GASOLINE TAX AND K00 M.V.G.T. FUND/ENGINEER

FROM	TO	AMOUNT
E-9804-Y004-Y01.000 Gasoline Tax	R-2810-K000-K17.574 Transfers In	\$2,000,000.00

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 July 26, 2023, meeting:

A00 GENERAL FUND

E-0111-A001-E02.002	Salary	\$2,203.79
E-0111-A001-E09.003	PERS	\$460.39

B00 DOG & KENNEL FUND

E-1600-B000-B02.002	Salary	\$15,000.00
E-1600-B000-B03.010	Supplies	\$20,000.00
E-1600-B000-B08.003	PERS	\$3,800.00
E-1600-B000-B11.000	Other Expenses	\$20,000.00
E-1600-B000-B13.006	Hospitalization	\$41,200.00

E10 911 FUND

E-2200-E010-E07.000	Other Expenses	\$2,174.70
---------------------	----------------	------------

E11 9-1-1 WIRELESS

E-2301-E011-E01.011	Contract Services	\$11,594.74
---------------------	-------------------	-------------

H00 PUBLIC ASSISTANCE/BCDJFS

E-2510-H000-H17.000	Other Expenses	\$6,372.23
---------------------	----------------	------------

M60 CARE AND CUSTODY/JUVENILE COURT

E-0400-M060-M25.002	Salaries C-CAP	\$90,000.00
E-0400-M060-M26.003	PERS C-CAP	\$25,000.00
E-0400-M060-M27.005	Medicare	\$2,000.00
E-0400-M060-M28.004	Workers Comp	\$3,000.00
E-0400-M060-M29.008	Insurances	\$29,097.95

N03 FEMA PROJECTS/ENGINEER

E-9003-N003-N04.055	Contract Services	\$320,172.81
---------------------	-------------------	--------------

N08 DISASTER RELIEF 4424/ENGINEER

E-9008-N008-N06.055	Construction	\$1,003,522.67
---------------------	--------------	----------------

W80 PROSECUTOR’S-VICTIM ASSISTANCE PROGRAM

E-1511-W080-P01.002	Salary	\$2,664.18
---------------------	--------	------------

Y01 UND. AUTO TAX

E-9801-Y001-Y01.000	Und. Auto Tax	\$232,400.43
E-9801-Y001-Y03.000	Township-Permissive Tax	\$76,194.52
E-9801-Y001-Y05.000	Pease Township	\$3,677.90
E-9801-Y001-Y06.000	Goshen Township	\$1,259.67
E-9801-Y001-Y07.000	Warren Township	\$3,112.68

E-9801-Y001-Y08.000	Pultney Township	\$3,481.69
E-9801-Y001-Y09.000	Flushing Township	\$589.74
E-9801-Y001-Y10.000	Colerain Township	\$1,376.29
E-9801-Y001-Y11.000	Kirkwood Township	\$204.28
E-9801-Y001-Y12.000	Mead Township	\$788.80
E-9801-Y001-Y13.000	Richland Township	\$2,731.07
E-9801-Y001-Y14.000	Smith Township	\$527.42
E-9801-Y001-Y15.000	Somerset Township	\$411.70
E-9801-Y001-Y16.000	Union Township	\$808.05
E-9801-Y001-Y17.000	Washington Township	\$127.78
E-9801-Y001-Y18.000	Wayne Township	\$308.02
E-9801-Y001-Y19.000	Wheeling Township	\$638.56
E-9801-Y001-Y20.000	York Township	\$390.61
<u>Y04 GASOLINE TAX</u>		
E-9803-Y004-Y01.000	Gasoline Tax	\$2,000,000.00
Upon roll call the vote was as follows:		
	Mr. Dutton	Yes
	Mr. Echemann	Yes
	Mr. Meyer	Yes

IN THE MATTER OF ADJOURNING
COMMISSIONERS MEETING AT 12:19 P.M.

Motion made by Mr. Dutton, seconded by Mr. Meyer to adjourn the meeting at 12:19 p.m.
Upon roll call the vote was as follows:

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

Read, approved and signed this 2nd day of August, 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