

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 \$489,400.95**

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:

**P53 SANITARY SEWER DISTRICT FUND/BCSSD**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-3705-P053-P16.074 Transfers Out	E-3705-P053-P03.012 Equipment	\$20,000.00

**S30 OAKVIEW JUVENILE REHABILITATION**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-8010-S030-S54.000 Food	E-8010-S030-S40.000 Grant Holding	\$4,138.77
E-8010-S030-S55.010 Supplies	E-8010-S030-S40.000 Grant Holding	\$627.46
E-8010-S030-S60.000 Maintenance	E-8010-S030-S40.000 Grant Holding	\$4,968.89

**S66 BCBDD-MAIN FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S66.010 Supplies	\$500,000.00
E-2410-S066-S84.074 Transfers Out	E-2410-S066-S75.000 Travel & Expenses	\$60,000.00

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:

**S66 BCBDD-MAIN FUND AND S67 BCBDD-DD RESERVE FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	R-2411-S067-S11.574 Transfers In	\$1,000,000.00

**S66 BCBDD-MAIN FUND AND S68 BCBDD-RESIDENTIAL SERV FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	R-2412-S068-S08.574 Transfers In	\$1,000,000.00

**S66 BCBDD-MAIN FUND AND S69 BCBDD-MEDICAID RESERVE FUND**

<b>FROM</b>	<b>TO</b>	<b>AMOUNT</b>
E-2410-S066-S84.074 Transfers Out	R-2413-S069-S05.574 Transfers In	\$1,000,000.00

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 following dates:

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

**N54 COURTHOUSE PLAZA IMPROVEMENT**

E-9054-N054-N06.011	Contract Services	\$338,620.00
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**\*\*AUGUST 23, 2023\*\***

**A00 GENERAL FUND**

E-0056-A006-E02.010	Supplies	\$369.99
E-0056-A006-E04.011	Contract Services	\$10.00

**E10 911 FUND**

E-2200-E010-E07.000	Other Expenses	\$2,174.70
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**E11 9-1-1 WIRELESS**

E-2301-E011-E01.011	Contract Services	\$6,954.60
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**N08 FEMA DIASTER RELIEF 4424/ENGINEER**

E-9008-N008-N06.055	Contract Services-Construction	\$334,188.50
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**S17 CHILDREN SERVICES/BCDJFS**

E-2765-S17-S31.000	Other Expenses	\$124,182.00
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**S67 BCBDD-DD RESERVE FUND**

E-2411-S067-S20.000	Other Expenses	\$1,000,000.00
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**S68 BCBDD-RESIDENTIAL SERV FUND**

E-2412-S068-S04.011	Contract Services	\$1,000,000.00
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**S69 BCBDD-MEDICAID RESERVE FUND**

E-2413-S069-S01.011	Contract Services	\$1,000,000.00
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**S75 MHAS SUBSIDY GRANT/COMMON PLEAS**

E-1815-S075-S03.002	Salary/Fringes	\$55,000.00
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Upon roll call the vote was as follows:

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

**IN THE MATTER OF 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 August, 23, 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 Y-95 EMPLOYERS SHARE PERS/  
HOLDING ACCOUNT CHARGEBACKS FOR JULY 2023**

Motion made by Mr. Dutton, seconded by Mr. Echemann to make the following transfer of funds for the Y-95 Employer's Share PERS/Holding Account Chargebacks for the month of July 2023.

General fund

AUDITOR	E-0011-A001-B09.003	R-9895-Y095-Y01.500	7,592.75
AUD EMPL-PERS PROP	E-0012-A001-B14.003	R-9895-Y095-Y01.500	537.60
AUD EMPL-REAL PROP	E-0013-A001-B18.003	R-9895-Y095-Y01.500	856.80
CLERK OF COURTS	E-0021-A002-E09.003	R-9895-Y095-Y01.500	6,574.47
CO. CT. EMPL	E-0040-A002-G08.003	R-9895-Y095-Y01.500	10,869.84
CO CT. APPT EMP-JUDGES	E-0042-A002-J02.003	R-9895-Y095-Y01.500	714.00
COMMISSIONERS	E-0051-A001-A25.003	R-9895-Y095-Y01.500	10,012.04
NURSES-JAIL	E-0052-A001-A91.003	R-9895-Y095-Y01.500	5,309.72
COMM-DIS SERV	E-0054-A006-F05.003	R-9895-Y095-Y01.500	2,442.75
COMM-MAINT & OP	E-0055-A004-B16.003	R-9895-Y095-Y01.500	11,930.74
9-1-1 DEPT	E-0056-A006-E08.003	R-9895-Y095-Y01.500	15,738.32
ANIMAL SHELTER	E-0057-A006-F05.003	R-9895-Y095-Y01.500	1,793.05
LEPC	E-0058-A006-F02.003	R-9895-Y095-Y01.500	174.69
BEHAVORIAL HEALTH SERVICES	E-0059-A009-A01.003	R-9895-Y095-Y01.500	1,167.88
COMM PLEAS CT EMPL	E-0061-A002-B14.003	R-9895-Y095-Y01.500	5,825.78
MAGISTRATE	E-0063-A002-B28.003	R-9895-Y095-Y01.500	1,971.57
ENGINEERS EMPL	E-0070-A012-A08.003	R-9895-Y095-Y01.500	2,636.34
PROBATE CT EMPL	E-0081-A002-D10.003	R-9895-Y095-Y01.500	2,180.79
PROBATE CT JUV EMPL	E-0082-A002-C36.003	R-9895-Y095-Y01.500	9,161.63
PROSECUTING ATTN Y	E-0111-A001-E09.003	R-9895-Y095-Y01.500	14,015.01
RECORDER	E-0121-A006-B09.003	R-9895-Y095-Y01.500	5,537.97
SHERIFF'S (PERS)	E-0131-A006-A13.003	R-9895-Y095-Y01.500	43,967.26
TREASURER	E-0141-A001-C09.003	R-9895-Y095-Y01.500	5,136.81
CORONER	E-0151-A002-F07.003	R-9895-Y095-Y01.500	1,903.68
SOLDIER'S RELIEF	E-0160-A009-D07.003	R-9895-Y095-Y01.500	6,429.92
PUBLIC DEFENDER	E-0170-A006-G09.003	R-9895-Y095-Y01.500	7,010.09
BD OF ELECT/EMPL Y	E-0181-A003-A09.003	R-9895-Y095-Y01.500	5,020.47
POLL WORKERS	E-0181-A003-A09.003	R-9895-Y095-Y01.500	0.00
BUDGET COMM	E-0210-A001-F02.003	R-9895-Y095-Y01.500	42.00
T. B. SAN	E-0300-A008-B10.003	R-9895-Y095-Y01.500	105.45
			186,659.42
DOG & KENNEL	E-1600-B000-B08.003	R-9895-Y095-Y01.500	4,085.80
COUNTY HEALTH	E-2210-E001-E10.003	R-9895-Y095-Y01.500	5,639.32
Trailer Parks	E-2211-F069-F04.000	R-9895-Y095-Y01.500	4.93
Home Sewage Treatment Sys	E-2227-F074-F06.000	R-9895-Y095-Y01.500	1,400.86
Vital Statistics	E-2213-F075-F02.003	R-9895-Y095-Y01.500	456.56

Family Planning	E-2215-F077-F01.002	R-9895-Y095-Y01.500	772.12
PHEP	E-2231-F083-F01.002	R-9895-Y095-Y01.500	416.87
NURSING PROGRAM	E-2232-F084-F02.008	R-9895-Y095-Y01.500	1,093.32
Child & Family Health Serv	E-2233-F085-F01.002	R-9895-Y095-Y01.500	728.52
Get Vaccinated Program	E-2236-F088-F01.002	R-9895-Y095-Y01.500	221.13
Integrated Naloxone Grant (IN)	E-2237-F089-F01.002	R-9895-Y095-Y01.500	462.01
Public Health Workforce (WF)	E-2238-F090-F01.002	R-9895-Y095-Y01.500	1,283.65
COVID-19 Enhanced Operation	E-2239-F091-F01.002	R-9895-Y095-Y01.500	672.97
COVID-19 Vaccinations	E-2240-F092-F01.002	R-9895-Y095-Y01.500	98.82
Food Service	E-2218-G000-G06.003	R-9895-Y095-Y01.500	1,753.29
Water System	E-2219-N050-N05.000	R-9895-Y095-Y01.500	149.29
Pools/Spas	E-2220-P070-P01.002	R-9895-Y095-Y01.500	19.11
HUMAN SERVICES	E-2510-H000-H12.003	R-9895-Y095-Y01.500	88,758.77
C.S.E.A.	E-2760-H010-H07.003	R-9895-Y095-Y01.500	16,072.40
R.E. ASSESSMENT	E-1310-J000-J04.003	R-9895-Y095-Y01.500	3,092.39
ENGINEER K-1 & K-2	E-2811-K000-K08.003	R-9895-Y095-Y01.500	6,752.04
ENG EMP-MVGT K-11	E-2812-K000-K21.003	R-9895-Y095-Y01.500	23,847.54
ENG EMP-BRIDGE K-25	E-2813-K000-K34.003	R-9895-Y095-Y01.500	7,459.27
SOIL CONSERVATION	E-1810-L001-L11.003	R-9895-Y095-Y01.500	2,652.72
Watershed Coordinator	E-1815-L005-L11.003	R-9895-Y095-Y01.500	571.20
Care and Custody-C-Cap	E-0400-M060-M26.003	R-9895-Y095-Y01.500	1,891.19
M64 PLACEMENT	E-0400-M064-M02.003	R-9895-Y095-Y01.500	1,489.15
Alternative School	E-0400-M067-M02.003	R-9895-Y095-Y01.500	2,035.74
Title IV-E	E-0400-M078-M02.008	R-9895-Y095-Y01.500	1,822.71
WW#3	E-3702-P005-P29.003	R-9895-Y095-Y01.500	27,385.35
SSD#2	E-3705-P053-P13.003	R-9895-Y095-Y01.500	6,873.48
Bel Co Port Authority	E-9799-S012-S08.003	R-9895-Y095-Y01.500	2,439.21
OAKVIEW-JUVENILE	E-8010-S030-S66.003	R-9895-Y095-Y01.500	16,393.01
DIST DET HOME	E-0910-S033-S44.003	R-9895-Y095-Y01.500	17,859.21
MENTAL HEALTH	E-2310-S049-S60.003	R-9895-Y095-Y01.500	8,205.37
COMM PLEAS/MEDIATION SRV	E-1544-S054-S02.003	R-9895-Y095-Y01.500	24.24
TARGETED COMM ALT PRISON	E-1545-S055-S02.002	R-9895-Y095-Y01.500	2,403.08
PROBATION SERV GRNT-COMM	E-1546-S056-S04.001	R-9895-Y095-Y01.500	1,756.45
BCBDD-MAIN FUND	E-2410-S066-S76.003	R-9895-Y095-Y01.500	63,385.56
Bel Co Senior Programs	E-5005-S070-S02.003	R-9895-Y095-Y01.500	34,432.70
CORRECTIONS ACT GRNT	E-1520-S077-S03.003	R-9895-Y095-Y01.500	334.67
CLRK CRTS-TITLE DEPT	E-6010-S079-S06.003	R-9895-Y095-Y01.500	4,430.16
NORTHERN CRT-SPECIAL	E-1561-S086-S02.003	R-9895-Y095-Y01.500	948.00
EASTERN CRT-SPECIAL	E-1571-S087-S02.003	R-9895-Y095-Y01.500	807.69
WEST CRT-SPECIAL	E-1551-S088-S02.003	R-9895-Y095-Y01.500	807.96
WIC PROGRAM	E-4110-T075-T52.008	R-9895-Y095-Y01.500	2,993.46
LAW LIBRARY	E-9720-W020-W03.003	R-9895-Y095-Y01.500	410.59
DRETAC-PROSECUTOR	E-1510-W081-P05.003	R-9895-Y095-Y01.500	1,220.35
DRETAC-TREASURER	E-1410-W082-T05.003	R-9895-Y095-Y01.500	358.40
			555,832.05

Upon roll call the vote was as follows:

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

**COMMISSIONERS RECEIVED AND REVIEWED THE FINAL SALES & USE TAX DISTRIBUTION 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 June 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:

**COURT OF COMMON PLEAS-JUVENILE/PROBATE DIVISION**-John Markus to Zanesville, OH, on September 22, 2023, to attend and transport attendees of the “Recovery Summit” hosted by the Mental Health and Recovery Board.

**SSOBC**-Donna Steadman to Moundsville, WV, on September 8, 2023, for a senior outing to the Prima Marina Restaurant. Chuck Davis to Wheeling, WV, on September 22, 2023, for a senior outing to the Fish Market. Dorothy Burkhart to Sugarcreek, OH, on September 22, 2023, for a senior outing to The Farm at Walnut Creek. Kay Driscoll to Triadelphia, WV, and Wheeling, WV, on September 26, 2023, to Ye Olde Alpha and the Wheeling Market. Donna Steadman to Deersville, OH, on September 27, 2023, for a senior outing to Tappan Lake and Deersville General Store. Lori Parsons to Amish Country on September 28, 2023, for a senior outing.

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 August 16, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING MARY JO WILKINSON AS PART-TIME RECEPTIONIST/ANIMAL SHELTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Mary Jo Wilkinson as part-time Receptionist at Belmont County Animal Shelter, effective August 27, 2023.

*Note: This is a replacement position.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING RESIGNATION OF SARA CAMPBELL, FULL-TIME FACILITY CLINICAL CARE COORDINATOR/JAIL**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Sara Campbell, full-time Facility Clinical Care Coordinator at Belmont County Jail, effective August 25, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING RESIGNATION OF TAMMY KOTERA, FULL-TIME DEPUTY CLERK AT NORTHERN DIVISIONAL COURT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the resignation of Tammy Kotera, full-time Deputy Clerk at Northern Divisional Court, effective August 31, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING JOB DESCRIPTION FOR WASTEWATER PLANT MANAGER-IN-TRAINING AT BELMONT COUNTY WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the job description for the new position of Wastewater Plant Manager-in-Training at Belmont County Water and Sewer District, at paygrade 10, effective August 23, 2023.

**Belmont County Water and Sewer District**

**Position:** Wastewater Plant Manager-In-Training  
**Department:** Wastewater  
**Supervisor:** Director

**Job Duties:**

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

**Major Work Characteristics:**

Essential employee, mandatory overtime, knowledge of safe work practices. Good computer skills, ability to understand plant drawings, labor procedures, equipment manuals, etc. Maintain cooperative working relations with general public. Good organizational and record keeping

skills. Must be able to plan jobs in advance. Understand and carry out complex written and/or verbal directions. Maintain accurate work duty log and notes. Recognizes safety warnings.

**Physical Requirements:**

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

**Minimum Qualifications:**

High school education, valid driver's license. Ohio EPA Collection System Operator I Certification, or Ohio EPA Class A Wastewater Operating Certification. Minimum of one (1) year supervisory experience. Knowledge of Standard Methods procedures for Wastewater testing and sampling.

**Unusual Work Conditions:**

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

*Must obtain Ohio EPA Class I Wastewater Operating Certification within two years of hire.*

*Must obtain Ohio EPA Class II Wastewater Operating Certification within four years of hire.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING JOB DESCRIPTION FOR  
FAMILY AND CHILDREN FIRST COORDINATOR AT  
BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the job description for the new position of Family and Children First Coordinator at Belmont County Department of Job and Family Services, at paygrade 12, effective August 23, 2023.

**BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES**

**Job Description**

**JOB TITLE: Family and Children First Coordinator**

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**CLASS NUMBER:** DEPT: Administration

**EMPLOYEE NAME:** P.C.N.:

**SUPERVISOR:** Social Services Administrator

NOTE: This position serves as FCFC Coordinator for both Belmont and Harrison Counties

**SUMMARY**

The primary purpose this position is to facilitate and lead the implementation of the Family and Children First Council in Belmont and Harrison Counties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

Coordinate the implementation and continued development of Family and Children First Council activities. Duties include, but are not limited to:

Assures that The Council meets the requirements of ORC121.37

1. Oversees, monitors, and facilitates the implementation of Council's strategic and shared plans
2. Monitors contracts
3. Schedules meetings, develops agendas
4. Prepares and presents verbal and written reports in a timely manner
5. Promotes parental involvement in council activities
6. Coordinates preparation of grant proposals and administers grants per regulations/guidelines
7. Monitors grants to ensure compliance and performance
8. Develops and monitors Council's budgets
9. Represents Council on local, regional, and state committees/task forces
10. Enters information into OASCIS including demographic information, plans of care, expenses, etc.
11. Completes Multi-System Youth funding applications to the Ohio Department of Medicaid
12. Conducts assessments, service coordination in accordance with High Fidelity Wrap-Around.
13. Complete necessary training to become CANS certified and conduct CANS assessments as required
14. Assists in the implementation, development and application for available grants
15. Other duties as requested by the FCFC Executive Committee

**EDUCATION and/or EXPERIENCE**

- Bachelor's degree (B. A.) from four-year college or university in social work, psychology, public administration, or closely related field and minimum of 3 years related professional experience to essential functions.
- Experience working with children and families
- Knowledge and understanding of Belmont and Harrison County's human service community and resources
- Excellent written and verbal communication skills
- Ability to travel in-state for required meetings/training that may include overnight stays
- Experience facilitating cross-system committees to produce consensus on priorities and plans to address priorities
- Proficiency in computer technology including, but not necessarily limited to, Microsoft Office Suite

Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING STACIE BROWN  
AS FULL-TIME FAMILY AND CHILDREN FIRST COORDINATOR/DJFS**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hire Stacie Brown as full-time Family and Children First Coordinator at Belmont County Department of Job and Family Services, effective August 28, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING PROPOSAL FROM  
FIRE FOE CORPORATION/DIVISIONAL COURTS BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the proposal from FIRE FOE Corporation, in the amount of \$5,817.00, to replace the jockey pump and check valve on the fire pump at the Divisional Courts building.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADVERTISING FOR BIDS FOR ASBESTOS  
ABATEMENT AND DEMOLITION ACTIVITIES AT THE FORMER**

**BELMONT COUNTY HOME AND WATER SANITATION BUILDING**

Motion made by Mr. Dutton, seconded by Mr. Echemann to advertise for bids for the following and authorize the Clerk of the Board to proceed with the required Notice to Bidders:

- Asbestos abatement activities at the former Belmont County Home and Water Sanitation Building.
- Demolition activities of the former Belmont County Home and Water Sanitation Building.

**ADVERTISEMENT FOR BIDS**

The Belmont County Commission (BCC), Belmont County, Ohio will receive sealed bids for furnishing all service, labor, material, and equipment necessary to perform abatement activities at the former Belmont County Home and Water Sanitation Building located in St. Clairsville, Ohio. Bids will be received until 10:00 AM on the day of September 27, 2023, at the offices of the Belmont County Commission, Belmont County Courthouse, St. Clairsville, Ohio, 43950. Bids will be opened by the BBC at their regular meeting on Wednesday, September 27, 2023.

A mandatory pre-bid meeting will be held at the project site on September 13, 2023, at 11:00 A.M.

The Information for Bidders, Form of Bid, Form of Contract, Specifications and Forms of Bid Bond, Performance and Payment Bonds and other Contract Documents may be reviewed at the following address: Mills Group, 53 14th Street, Suite 607, Wheeling, WV 26003.

Copies may be obtained at the Office of the Mills Group, 53 14th Street, Suite 607, Wheeling, WV 26003 upon payment of \$25.00 (non-refundable) for each set. Email copies are free of charge. Please contact Ms. Julie Doerr via email at [jdoerr@millsgrouponline.com](mailto:jdoerr@millsgrouponline.com) and/or via her phone number at 304-233-0048 ext. 201.

Each bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

Attention of Bidders is particularly called to the Requirements as to conditions of Employment to be observed, Ohio prevailing wage rate, various insurance requirements, performance and payment bond and Equal Employment Opportunity.

The Commission reserves the right to reject any or all bids and to waive any formalities therein. No bidder may withdraw his/her bid within 30 days after the actual date of the opening thereof.

Belmont County Commission

Publish: August 29 & September 5, 2023

**ADVERTISEMENT FOR BIDS**

The Belmont County Commission (BCC), Belmont County, Ohio will receive sealed bids for furnishing all service, labor, material, and equipment necessary to perform demolition activities at the former Belmont County Home, Boiler House, and Water Sanitation Building located in St. Clairsville, Ohio. Bids will be received until 10:15 AM on the day of September 27, 2023, at the offices of the Belmont County Commission, Belmont County Courthouse, St. Clairsville, Ohio, 43950. Bids will be opened by the BBC at their regular meeting on Wednesday, September 27, 2023.

A mandatory pre-bid meeting will be held at the project site on September 13, 2023, at 11:00 A.M.

The Information for Bidders, Form of Bid, Form of Contract, Specifications and Forms of Bid Bond, Performance and Payment Bonds and other Contract Documents may be reviewed at the following address: Mills Group, 53 14th Street, Suite 607, Wheeling, WV 26003.

Copies may be obtained at the Office of the Mills Group, 53 14th Street, Suite 607, Wheeling, WV 26003 upon payment of \$25.00 (non-refundable) for each set. Email copies are free of charge. Please contact Ms. Julie Doerr via email at [jdoerr@millsgrouponline.com](mailto:jdoerr@millsgrouponline.com) and/or via her phone number at 304-233-0048 ext. 201.

Each bidder must deposit with his/her bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

Attention of Bidders is particularly called to the Requirements as to conditions of Employment to be observed, Ohio prevailing wage rate, various insurance requirements, performance and payment bond and Equal Employment Opportunity.

The Commission reserves the right to reject any or all bids and to waive any formalities therein. No bidder may withdraw his/her bid within 30 days after the actual date of the opening thereof.

Belmont County Commission

Publish: August 29 & September 5, 2023

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACCEPTING THE ADDENDUM TO THE COMMUNITY CORRECTIONS AGREEMENT WITH OHIO DEPARTMENT OF REHABILITATION AND CORRECTION, ON BEHALF OF ADULT PROBATION OFFICE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to accept the addendum to the *Community Corrections Grant Agreement* with the Ohio Department of Rehabilitation and Correction, on behalf of the Belmont County Adult Probation Office, for fiscal years 2024/2025 for an increase of \$9,428.00 for a new total grant award amount of \$1,108,320.00.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING PURCHASE OF 2024 WINSTON TRAILER/ENGINEER'S DEPT.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the purchase of one 2024 Winston Trailer, for a total cost of \$38,091.24, from Leonard Truck & Trailer, Inc., based upon the recommendation of Belmont County Engineer Terry Lively.

*Note: This is an additional trailer and will be paid for by the MVGT fund.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO CONTRACT WITH OHIO WEST VIRGINIA EXCAVATING CO/ENGINEER'S PROJECT 23-16**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into contract with Ohio West Virginia Excavating Co., in the amount of \$334,188.50 for the Belmont County Engineer's Project 23-16 BEL-CR22-1.40 (Ferryview Road) & BEL-CR44-1.55 (Winding Hill Road) Slide Repair, based upon the recommendation of Belmont County Engineer Terry Lively.

*Note: This project is funded - 75% federal, 12.5% state, 12.5% senate bill 299.*

**CONTRACT WITH BELMONT COUNTY COMMISSIONERS**

**BELMONT COUNTY ENGINEER'S**

**PROJECT #23-16: BEL-CR22-1.40 & BEL-CR44-1.55 (PW#264) SLIDE REPAIR**

Auditor's Office, Belmont County, Ohio

This contract made and entered into this 23rd day of August, 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 CR22 (Ferryview Road) and CR44 (Winding Hill Road) and all related Work described by the Contract Documents.

All Work for BEL-CR22-1.40 & BEL-CR44-1.55 (PW#264) SLIDE REPAIR shall be completed by October 31, 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 #23-16: BEL-CR22-1.40 & BEL-CR44-1.55 (PW#264) SLIDE REPAIR**

**PROJECT #23-16 TOTAL = \$334,188.50**

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**

*J. P. Dutton /s/*

*Jerry Echemann /s/*

*Josh Meyer /s/*

**OHIO - WEST VIRGINIA EXCAVATING CO.**

By: *Brian Hendershot /s/*

Brian Hendershot, President

*Print/Type Signature*

**BEL-CR22-1.40 & BEL-CR44-1.55 (PW#264) SLIDE REPAIR**

APPROXIMATE QUANTITY	ITEM	UNIT PRICE	TOTAL AMOUNT
LUMP SUM	CLEARING AND GRUBBING, AS PER PLAN	\$6,300.00	\$6,300.00
207 SY	PAVEMENT REMOVED, ASPHALT	\$25.00	\$5,175.00
77 FT	CURB REMOVED	\$15.00	\$1,155.00
87 CY	EXCAVATION	\$45.00	\$3,915.00
45 CY	EMBANKMENT	\$32.00	\$1,440.00
302 SY	SUBGRADE COMPACTION	\$5.00	\$1,510.00
2 HOUR	PROOF ROLLING	\$150.00	\$300.00
20 CY	EXCAVATION OF SUBGRADE	\$55.00	\$1,100.00
10 CY	GRANULAR MATERIAL, TYPE B	\$125.00	\$1,250.00
10 CY	GRANULAR MATERIAL, TYPE E	\$135.00	\$1,350.00
112.5 FT	GUARDRAIL, TYPE MGS, AS PER PLAN	\$75.00	\$8,437.50
1 EACH	ANCHOR ASSEMBLY, MGS TYPE E	\$3,500.00	\$3,500.00
2 EACH	ANCHOR ASSEMBLY, MGS TYPE T	\$1,500.00	\$3,000.00
57 SY	SEEDING AND MULCHING, AS PER PLAN	\$23.00	\$1,311.00
2,000 EACH	EROSION CONTROL	\$1.00	\$2,000.00
32 CY	ASPHALT CONCRETE SURFACE COURSE, TYPE 1, PG64-22 (448)	\$400.00	\$12,800.00
56 CY	ASPHALT CONCRETE BASE, PG64-22 (301)	\$325.00	\$18,200.00
125 CY	AGGREGATE BASE	\$150.00	\$18,750.00
0.05 MILE	EDGE LINE, 6", TYPE 1	\$28,000.00	\$1,400.00
0.03 MILE	CENTER LINE, TYPE 1	\$45,000.00	\$1,350.00
32 GAL	TACK COAT (407)	\$12.00	\$384.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$8,000.00	\$8,000.00
840 FT	STEEL PILES, MISC.: HP12X53, FURNISHED, AS PER PLAN	\$52.00	\$43,680.00
15 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$525.00	\$7,875.00
60 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$350.00	\$21,000.00
34 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$225.00	\$7,650.00
693 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$83.00	\$57,519.00
LUMP SUM	UNCLASSIFIED EXCAVATION, INCLUDING ROCK AND/OR SHALE, APP	\$6,000.00	\$6,000.00
360 FT	STEEL PILES, MISC.: HP14X73, FURNISHED, AS PER PLAN	\$72.00	\$25,920.00
6 CY	CLASS QC1 CONCRETE, FOOTING, AS PER PLAN	\$700.00	\$4,200.00
24 EACH	CONCRETE, MISC.: PRECAST CONCRETE LAGGING	\$325.00	\$7,800.00

15 CY	POROUS BACKFILL WITH GEOTEXTILE FABRIC	\$250.00	\$3,750.00
297 FT	DRILLED SHAFTS, MISC.: D.S. 30" DIAMETER INTO & ABOVE BEDROCK, APP	\$83.00	\$24,651.00
2 MGAL	WATER	\$8.00	\$16.00
LUMP SUM	MAINTAINING TRAFFIC	\$12,000.00	\$12,000.00
LUMP SUM	CONSTRUCTION LAYOUT STAKES AND SURVEYING, AS PER PLAN	\$2,000.00	\$2,000.00
LUMP SUM	MOBILIZATION	\$7,500.00	\$7,500.00
	<b>BEL-CR22-1.40 &amp; BEL-CR44-1.55 (PW#264) SLIDE REPAIR</b>		
	<b>TOTAL</b>		<b>\$334,188.50</b>

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ADOPTING THE RESOLUTION AUTHORIZING J. P. DUTTON TO PREPARE AND SUBMIT AN APPLICATION TO PARTICIPATE IN THE OHIO PUBLIC WORKS COMMISSION STATE CAPITAL IMPROVEMENT AND/OR LOCAL TRANSPORTATION IMPROVEMENT PROGRAM(S) AND TO EXECUTE CONTRACTS AS REQUIRED**

**“AUTHORIZATION LEGISLATION DESIGNATING OFFICIAL”**

**ATTACHMENT C**

WHEREAS, the State Capital Improvement Program and the Local Transportation Improvement Program both provide financial assistance to political subdivisions for capital improvements to public infrastructure; and

WHEREAS, the Belmont County Commission is planning to make capital improvements to BEL-34-0.00/2.55 and BEL-34A-0.00/0.27 Hospital Road Paving Project; and

WHEREAS, the infrastructure improvements herein above described is considered to be a priority need for the community and is a qualified project under the OPWC programs.

NOW THEREFORE, BE IT RESOLVED by Belmont County Commission:

Section 1: Belmont County Commissioner J. P. Dutton is hereby authorized to apply to the OPWC funds as described above.

Section 2: Belmont County Commissioner J. P. Dutton is authorized to enter into any agreements as may be necessary and appropriate for obtaining this financial assistance.

Motion made by Commissioner Echemann seconded by Commissioner Meyer to adopt the foregoing resolution which upon roll call was unanimously adopted.

Passed: August 23, 2023

Signed: **Belmont County Commissioners**

J. P. Dutton /s/

J. P. Dutton, President

Jerry Echemann /s/

Jerry Echemann, Vice-President

Josh Meyer /s/

Josh Meyer

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING AMENDMENT #1 TO THE ENGAGEMENT LETTER FROM AUDITOR OF STATE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve and sign Amendment #1 to the **Engagement Letter**, approved March 29, 2023, with the Auditor of State for services to be performed regarding the Belmont County Audit for the year ending December 31, 2022, for an increase of \$2,460.00; new total \$100,737.00.

*Note: Updated Federal Schedules will need to be reissued to include the USDA loans.*

Upon roll call the vote was as follows:

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

**9:30 Megan Watson, OSU Extension 4H Educator and Sarah Galavich, 4H Program Assistant**

**RE: Jr. and Sr. Fair Board Update**

Present: Ed Campbell, Fair Board President and Dave Jones, Fair Board member, Megan Watson and Sarah Galavich, OSU Extension, Kaylin Burress, Carson Phillips, Jenna Duvall, Heidi Hull and Emma Coates, Jr. Fair Board members, Larry Merry, Belmont County Port Authority Director and Jackee Pugh, Belmont County Tourism Director.

Mr. Campbell said a lot of work has gone into the fairgrounds since the first year it was held in the current location. There were only 3 to 4 barns, everything was in tents. Now there is 12 to 14 buildings. The walkways have been paved, there is county water and sewage. There was 50 campsites to start, now there is 150 sites. Belmont Gig has run fiber optic lines to the fairgrounds for internet. Mr. Campbell said there are plans to add another administration building. Kayla Bures said the Jr. Fair Board meets monthly. They have actively been working on executing activities for the fair. Mr. Campbell said the Jr. Fair Board is the backbone of the fair and without them there wouldn't be a fair. Carson Phillips said they have been cleaning, planting flower beds, ordering trophies and getting everything finalized. Kayla said this year people with a disability will have a chance to show an animal. They will be paired up with a mentor. Mr. Dutton said they enjoy having the Jr. Fair Board come in every year. They are taking on a lot of leadership. Mr. Dutton added the Belmont County Fairgrounds are phenomenal. The Board of Commissioners is working with the Fair Board on the new building that will house OSU Extension and Belmont Soil & Water. Mr. Jones said they have 155 acres at the fairgrounds.

**RECESS**

**IN THE MATTER OF ADOPTING RESOLUTION DIRECTING A PORTION OF THE COUNTY'S CORONAVIRUS**



**LOCAL FISCAL RECOVERY FUND PYAMENT TO THE PROVISION OF GOVERNMENT SERVICES**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adopt the resolution directing a portion of the county’s coronavirus local fiscal recovery fund payment to the provision of government services to the extent of the county’s reduction in revenue resulting from the Covid-19 Public Health Emergency to expand broadband infrastructure within Belmont County, Ohio, with such expenditures incurred on or after March 3, 2021, and ending December 31, 2024.

A RESOLUTION DIRECTING A PORTION OF THE COUNTY’S CORONAVIRUS LOCAL FISCAL RECOVERY FUND PAYMENT TO THE PROVISION OF GOVERNMENT SERVICES TO THE EXTENT OF THE COUNTY’S REDUCTION IN REVENUE RESULTING FROM THE COVID-19 PUBLIC HEALTH EMERGENCY TO EXPAND BROADBAND INFRASTRUCTURE WITHIN BELMONT COUNTY, OHIO, WITH SUCH EXPENDITURES INCURRED ON OR AFTER MARCH 3, 2021, AND ENDING DECEMBER 31, 2024

WHEREAS, Title IX, Subtitle M, Section 9901 of the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 (“ARPA”), appropriated Coronavirus Local Fiscal Recovery Fund (“Fund”) payments from the U.S. Treasury Secretary to metropolitan cities, nonentitlement units of local government, and counties; and,

WHEREAS, pursuant to the ARPA’s Fund methodology, the County of Belmont, Ohio (the “County”) was allocated approximately \$13,015,130.00 (the “Fund Payment”) to “mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)”; and,

WHEREAS, in response to this economic crisis, the Department of the Treasury (“Treasury Department”) is providing such relief to state and local governments to enable them to continue to support the public health response and lay the foundation for a strong and equitable economic recovery; and,

WHEREAS, the ARPA and its supporting guidance issued by the Treasury Department provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, “Criteria”); and,

WHEREAS, so long as the County duly directs its Fund Payment to finance those costs in compliance with the Criteria, the County may use the Fund Payment to offset the County’s various fiscal effects from COVID-19 during the period beginning March 3, 2021, and ending December 31, 2024 (“Covered Period”); and,

WHEREAS, the Treasury Department has published an Interim Final Rule and a Final Rule with an effective date of April 1, 2022 (collectively, 31 CFR 35.1 *et seq.*), its regularly updated Coronavirus State and Local Fiscal Recovery Funds’ Frequently Asked Questions, and its and its Coronavirus State and Local Fiscal Recovery Funds: Overview of the Final Rule (collectively, “Guidance”), further explaining the Criteria and the proper use of the Fund Payment during the Covered Period; and,

WHEREAS, the Criteria and Guidance describe such eligible uses of the Fund Payment to include the provision of government services to the extent of the County’s reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and,

WHEREAS, the Board of County Commissioners, Belmont County, Ohio, intends to take action and use the Fund Payment as described herein in a manner consistent with the Final Rule released by the Treasury Department on January 6, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Belmont, State of Ohio:

SECTION 1. That the Board of Commissioners hereby declares that it is a provision of government services for the County to use the County’s Fund Payment to capitalize the Belmont County Port Authority in making one or more loans to expand broadband infrastructure within Belmont County, Ohio, and as such duly authorizes entering into the Grant Agreement in substantial form as attached hereto as EXHIBIT A and to take such other action as necessary or advisable in furtherance thereof. This Board’s decision that such expenditures are appropriate by virtue of charging to the County’s Fund Payment is based on the consideration that the County is supporting the provision of government services, namely: the Belmont County Port Authority making loans to eligible borrowers to support broadband expansion in Belmont County, to the extent that the County determined a reduction in revenue due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency, all in accordance with the method of calculation set forth in 31 C.F.R. 35.6(d)(1).

SECTION 2. That the use of the County’s Fund Payment for the expenditures authorized by this resolution shall not exceed \$2,000,000.00 and shall be paid from the Fund Payment and from any other funds that are appropriated for this purpose as determined by the County Treasurer.

SECTION 3. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the passage of this resolution were taken in an open meeting of this Board, and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with Ohio’s Sunshine Laws, including Section 121.22 of the Revised Code.

Commissioner Dutton moved and Commissioner Echemann seconded the foregoing resolution, and the roll being called on its adoption, the vote resulted as follows:

Ayes: Mr. Dutton ; Mr. Echemann ; Mr. Meyer

Nays: \_\_\_\_\_ ; \_\_\_\_\_ ; \_\_\_\_\_

Attest: Bonnie Zuzak /s/  
Clerk

**IN THE MATTER OF ENTERING INTO GRANT AGREEMENT**

**WITH BELMONT COUNTY PORT AUTHORITY**

Motion to enter into the grant agreement, effective August 23, 2023 through December 31, 2024, by and between the Board of Commissioners of Belmont County and the Belmont County Port Authority, to make necessary investments in water, sewer, or broadband infrastructure.

GRANT AGREEMENT

THIS GRANT AGREEMENT (“**Agreement**”) is made as of August 23, 2023 (the “**Effective Date**”), by and between the BOARD OF COMMISSIONERS OF BELMONT COUNTY, STATE OF OHIO (the “**Board**”), and the BELMONT COUNTY PORT AUTHORITY, a political subdivision duly formed under Ohio Revised Code Chapter 4582 (“**Grantee**”, and with the Board both of which may be referenced herein as the “**Parties**” and each a “**Party**”).

RECITALS:

A. The Board is directing the use of federal stimulus it has received and will receive from the U.S. Treasury Secretary to fund, at least in part, the performance of services and/or the purchase of goods under this Agreement, pursuant to the American Rescue Plan Act, Pub. L. 117-2 [H.R. 1319], signed into law March 11, 2021 (“**ARPA**”), Title IX, Subtitle M, Section 9901 amending the Social Security Act, in relevant part by adding new Sec. 603, Coronavirus Local Fiscal Recovery Fund (the “**Fund**”); and,

- B. Under the ARPA's Fund methodology, Belmont County (the "**County**") was allocated approximately \$13,015,130.00 (the "**Fund Payment**") to "mitigate the fiscal effects stemming from the public health emergency with respect to the Coronavirus Disease (COVID-19)"; and,
  - C. The ARPA and its supporting U.S. Treasury guidance provide that the Fund Payment may only be used by the County to finance costs that (a) respond to the COVID-19 public health emergency or its negative economic impacts; (b) respond to workers performing essential work; (c) provide government services to the extent of a reduction in revenue; and (d) make necessary investments in water, sewer, or broadband infrastructure (collectively, the "**Criteria**"); and,
  - D. The Board seeks to provide government services to the extent of a reduction in revenue under the Criteria (the "**Services**"), which all determinations as to the eligible use of funds hereunder are at the sole discretion of the Board, pursuant to certain advice it has received from its legal counsel; and,
  - E. Belmont County Port Authority has proposed the means of accomplishing such Services at a budgeted cost of Two Million Dollars (\$2,000,000.00) as set forth in writing (the "**Proposal**"), attached hereto and incorporated herein as **EXHIBIT A**; and,
  - F. The Parties acknowledge the Grantee's Services under this Agreement are eligible for use by the County of its Fund Payment, to wit: government services, pursuant to 31 CFR 35.6(d) (the "**Eligible Use of Fund Payment**"); and,
  - G. The Board, by and through its legal counsel, has reviewed the Belmont County Port Authority's proposal in relation to U.S. Treasury guidance concerning ARPA, the Fund, the Fund Payment, and the Criteria, and has determined the Eligible Use of Fund Payment is an allowable expenditure of the County's federal stimulus allocation; and,
  - H. The Grantee has the requisite personnel, facilities, and equipment available to provide the Services for the Board; and,
  - I. The Board and Grantee desire to enter into this Agreement for the Grantee's provision of Services to the Board, all in accordance with federal and Ohio law, and the terms and conditions of this Agreement.
- NOW, THEREFORE, the Board and the Grantee acknowledge the receipt and sufficiency of valid consideration for this Agreement and agree as follows:

ARTICLE I  
TERM OF CONTRACT

1.1 The term of this Agreement shall commence on the Effective Date and continue through December 31, 2024, unless otherwise terminated earlier as provided below (the "**Term**").

ARTICLE II  
DUTIES OF THE GRANTEE

2.1 The Grantee will provide the Services materially in the form and phasing as set forth in the Proposal. The Grantee has no authority to enter into contracts or agreements on behalf of the Board. The Board hereunder sets forth the terms that are to accompany the Eligible Use of Fund Payment contemplated in the Proposal and are conditions that accompany the Grantee's performance of the Services:

- a. Grantee to make available as part of the Services herein described one or more loans to expand broadband infrastructure within Belmont County, Ohio, pursuant to the Proposal ("**Loan Product**");
- b. Grantee's Loan Product to require any participating eligible borrowers to make loan repayments according the following amortization schedule:

Year 1	No payment due; no interest charged
Year 2	No payment due; no interest charged
Year 3	No payment due; interest charged at rate of one percent (1%) per annum
Year 4	No payment due; interest charged at rate of one percent (1%) per annum
Year 5	No payment due; interest charged at rate of one percent (1%) per annum
Year 6	Accrued interest charged during Years 3, 4, and 5 due and payable within first 30 days of Year 6 and interest charged at rate of one percent (1%) per annum, twenty percent (20%) principal due
Year 7	Interest charged at rate of one percent (1%) per annum, twenty percent (20%) principal due
Year 8	Interest charged at rate of one percent (1%) per annum, twenty percent (20%) principal due
Year 9	Interest charged at rate of one percent (1%) per annum, twenty percent (20%) principal due
Year 10	Interest charged at rate of one percent (1%) per annum, twenty percent (20%) principal due; full satisfaction of loan; close-out project

- c. Grantee's Loan Product to require any participating eligible borrowers to cover fully (100%) any legal counsel fees incurred by the Board and the Grantee in structuring the Loan Product.
- d. Grantee's Loan Product to require any participating eligible borrowers to submit or otherwise make available to Grantee any records, data, and related information necessary to provide regular reporting of activities financed by said loans.
- e. Grantee shall direct any Loan Product repayment amounts received from participating eligible borrowers to financing the following public infrastructure improvements: water, waste water, and other necessary public infrastructure improvements within Belmont County, Ohio.

In addition to the conditions set forth in the immediately preceding subsections (a) through (e), the Board may, at its discretion, provide the Grantee with further direction as to the Services provided by the Grantee hereunder. As to the means of performing the Services beyond the conditions set forth in this Section 2.1, the Parties acknowledge and agree the Grantee is solely responsible for determining the means and methods of performing said Services.

2.2 The Board and the Grantee agree that they may amend, in writing, from time-to-time, the Services to be provided. The Parties acknowledge and agree the Services to be provided under this Agreement are not in the nature of legal or accounting services.

2.3 The Grantee shall ensure that the Services are provided in a manner that is consistent with applicable federal, state, and local laws and regulations and the Board's enabling resolution approved on August 23, 2023 authorizing execution of this Agreement. The Board shall have the right to refuse Services from or sought to be furnished by the Grantee under this Agreement for any lawful reason.

ARTICLE III  
COMPENSATION

3.1 The Board shall compensate the Grantee for the provision of Services only according to the following schedule: one or more payments as requested by Grantee from time-to-time not to exceed \$2,000,000.00, with any such payment according to detailed invoices and supporting materials submitted by the Grantee, the sufficiency of which is at the sole discretion of the Board. In all instances, the Board's compensation to the Grantee under this Agreement will not exceed Two Million Dollars (\$2,000,000.00) ("**Total Payment**"), which such amount represents the Board's full and complete payment for the Services performed hereunder. Payment dates set forth herein may be amended or set, as the case may be, upon written agreement between the Parties in the form of an amendment or addendum to this Agreement.

3.2 All invoices with respect to Services submitted by Grantee in accordance with the terms of this Agreement will be paid by the Board within thirty (30) days of submittal. If the Board disputes any portion of the invoices and delays in paying a portion pending resolution of the disputed amount, the undisputed amount requested for payment will be paid by the Board in accordance with the terms hereof. In the event of and during any pending dispute between the Parties regarding their respective rights and obligations hereunder including, but not limited to, questions regarding any portion of the invoices and resulting delays in payment of that portion pending resolution of such dispute, unless instructed otherwise in writing by the Board, the Grantee shall continue to furnish services to the Board, and the Board shall continue to pay all undisputed amounts in accordance with the terms hereof.

3.3 The Board and the Grantee agree that, during the term of this Agreement, the Grantee shall be responsible for all its own business expenses, unless otherwise provided herein, including all payroll functions, employees' wages and salaries, insurance of every type and description, other employee benefits of any nature whatsoever and all business and personal taxes, including income and Social Security taxes and contributions for Workers' Compensation and Unemployment Compensation coverage, if any. The Board shall issue a 1099 for all monies paid to the Grantee, as applicable.

3.4 The Parties acknowledge and agree the Grantee's Services are eligible for use under this Agreement by the County of its Fund Payment. Specifically, to provide government services, pursuant to 31 CFR 35.6(d).

#### ARTICLE IV

##### CONTRACT TERMINATION

4.1 This Agreement may be terminated by either of the Parties upon thirty (30) days written notice to the other Party. Further, this Agreement is subject to annual appropriation by the Board pursuant to Ohio Revised Code Section 5705.44, and in the event such annual appropriation is not made, this Agreement will terminate.

4.2 The Board may terminate this Agreement in whole or in part, without cause, at any time by notice to the Grantee. Upon receipt of such notice, the Grantee shall, unless the notice directs otherwise, immediately discontinue work related to the Proposal and placing of orders for materials, facilities, and supplies in connection with the performance of their obligations under this Agreement, and shall, if requested, make every reasonable effort to procure cancellation of all existing orders or contracts upon terms satisfactory to the Board or, at the option of the Board, give the Board the right to assume those obligations directly, including all benefits to be derived therefrom. The Grantee shall thereafter do only such work as may be necessary to preserve and protect the work already in progress and to protect material and equipment on the job site or in transit thereto. In no event shall the payment due hereunder exceed the Total Payment under this Agreement. Under no circumstances is the Grantee entitled to reimbursement for any lost profits, lost opportunity costs, productivity losses, lost efficiencies, or any other direct, indirect, or consequential damage or cost occasioned by Board's termination pursuant to this Section 4.2.

#### ARTICLE V

##### NOTICE

5.1 Notices provided by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; (iii) mailed, certified mail, return receipt requested; or (iv) delivered by electronic mail, with confirmed receipt, to the following addresses or to such other address as either Party shall designate by proper notice to the other Party. Unless otherwise provided herein, notices will be deemed given as of the date of actual receipt.

Notices to Grantee: Belmont County Port Authority  
101 North Market Street, Suite J  
St. Clairsville, Ohio 43950  
Attn. of: Executive Director  
Email: [Larry.Merry@co.belmont.oh.us](mailto:Larry.Merry@co.belmont.oh.us)  
with a copy to:  
Thrasher, Dinsmore & Dolan, Co., L.P.A.  
100 7<sup>th</sup> Avenue, Suite 150  
Chardon, Ohio 44024  
Attn. of: Brandon D. R. Dynes, Esq.  
Email: [bdynes@tddl.com](mailto:bdynes@tddl.com)

Notices to the Board: Belmont County Commissioners  
101 West Main Street  
St. Clairsville, OH 43950  
Attn. of: Bonnie Zuzak, Clerk  
Email: [bonnie.zuzak@co.belmont.oh.us](mailto:bonnie.zuzak@co.belmont.oh.us)  
with a copy to:  
Bricker Graydon LLP  
100 South Third Street  
Columbus, Ohio 43215  
Attn. of: Jeffry D. Harris, Esq.  
Email: [jharris@brickergraydon.com](mailto:jharris@brickergraydon.com)

#### ARTICLE VI

##### ENTIRE AGREEMENT

6.1 This Agreement and its incorporated exhibits represent and are the entire agreement between Grantee and the Board and supersedes any previous agreement or representation with respect to the subject matter described in this Agreement. This Agreement may not be altered or amended except by the mutual agreement of Grantee and the Board, made in writing and signed by both Parties. This Agreement may be executed in counterparts, each of which is deemed an original, and such counterparts together are to constitute but one and the same agreement. The captions and headings of the paragraphs of this Agreement are inserted solely for the convenience of reference; they in no way define, limit, extend, or aid in the construction of the scope, extent, or intent of this Agreement. In the event that any provision contained in this Agreement is determined to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement is to continue in full force and effect and not be affected by such determination. A Party's failure to enforce the provisions of this Agreement will not be construed as a waiver of any provision, and such failure will not limit the right of such Party to enforce each and every provision of this Agreement. Neither Party shall transfer or assign this Agreement without advanced written notice to the other Party.

#### ARTICLE VII

##### GOVERNING LAW

7.1 This Agreement is to be construed in accordance with the laws of the United States and the State of Ohio.

#### ARTICLE VIII

##### INDEMNIFICATION

8.1 To the extent permitted by Ohio law, the Grantee shall protect, indemnify, and save the Board harmless from and against any damage, cost, or liability resulting from claims for any or all injuries to persons or damage to property, arising from intentional, willful or negligent acts or omissions, or any breaches of any of the obligations or covenants set forth in this Agreement, of the Grantee, its officers, employees, agents, or subcontractors. In case any claim is at any time made, or action or proceeding is brought, against the Board in respect of which indemnity may be sought under this Agreement, the Board will give prompt written notice of that action or proceeding to the Grantee, and the Grantee, upon receipt of that notice will have the right, but not the obligation, to assume the defense of the action or proceeding. The Board agrees to lend the Grantee such assistance as the Grantee will reasonably request in defense of any claim, demand, action or proceeding.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

BOARD OF COMMISSIONERS OF  
BELMONT COUNTY,  
STATE OF OHIO

By: Jerry Echemann /s/, J. P. Dutton /s/, Josh Meyer /s/  
Title: Vice-President, President, Member

BELMONT COUNTY PORT AUTHORITY,  
STATE OF OHIO

By: Larry Merry /s/  
Title: Director

Date: 8-23-23

Date: 8-23-23

APPROVED AS TO FORM:

JK Flanagan /s/

Belmont County Prosecutor

Upon roll call the vote was as follows:

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

**Discussion**-Present: Larry Merry, Port Authority Director, Martin Gould, Port Authority Board Member, Michael Mistovich and David Klick, Wesbanco

Mr. Dutton said the county received \$13.1 million in funding from the federal government due to the COVID-19 pandemic. The county has been investing the funds, now the amount is closer to \$13.5 million. One of the main pillars of use was broadband services. Mr. Dutton said good internet service in the county is a struggle. He said a few years ago they reached out to current internet providers with help of the Port Authority to see if anything could be done. The county allowed Agile to have access to vertical assets to expand service, but they were limited in what they could do. Mr. Dutton said, "We were very excited when a new company entered Belmont County." Ohio Gig is installing fiber optic cables in the ground. Mr. Dutton said some counties provided direct grants for broadband services. They discussed doing a low interest loan instead. This way the company would get an infusion of capital to speed up their project. When the funds are paid back they will be used for water and sewer infrastructure. Ohio Gig has also been in talks with Wesbanco. The Belmont County Port Authority will be the intermediate with Ohio Gig. Mr. Meyer said they have had a lot of discussions and a lot of work was put in by all parties. He said they are very methodical with the uses of money. Mr. Dutton noted it will be a \$2 million loan. Mr. Klick said they are in the process of making a \$1 million loan to Ohio Gig. "We owe it to our shareholders to maximize profits, but we owe it to our communities to reinvest back into the community, and that's really what this deal was about. I personally could not think of a better use of your dollars than broadband," said Mr. Klick. Mr. Merry said there are areas in Belmont County that has no ability to have internet service. Ohio Gig is working on putting internet in every area of the county.

**RECESS**

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 10:44 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

Mr. Dutton entered executive session at 10:49 a.m.

**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 12:11 P.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 12:11 p.m.

Upon roll call the vote was as follows:

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

Mr. Dutton said there is no action to be taken at this time.

**RECESS-Mr. Dutton said the board will stand in recess for another matter that may be needed for the Engineer's office.**

**Reconvened Monday, August 28, 2023 at 9:11 p.m. with no further action.**

**IN THE MATTER OF ADJOURNING COMMISSIONERS MEETING AT 9:12 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 9:12 a.m.

Upon roll call the vote was as follows:

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

August 23, 2023

Read, approved and signed this 30th 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