

St. Clairsville, Ohio

November 8, 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.**

**Mr. Dutton made the following announcement:** The Belmont County Commissioners will hold a Town Hall meeting on Wednesday, November 8, 2023, at 6:00 p.m. at the Belmont County Courthouse located at 101 West Main St., St. Clairsville, Ohio 43950. Public input is welcome and citizens are encouraged to attend.

**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 \$2,727,203.06**

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-0054-A006-F03.000 Utilities	E-0054-A006-F07.000 Other Expenses	\$2,500.00
E-0081-A002-D02.002 Salaries	E-0082-A002-C28.000 Advertising & Printing	\$3,000.00
E-0081-A002-D02.002 Salaries	E-0082-A002-C32.010 Supplies (Fuel)	\$3,500.00

**G50 LODGING EXCISE TAX**

FROM	TO	AMOUNT
E-1910-G050-G01.000 Convention and Vist.	E-1910-G050-G10.000 Colerain Twp	\$40.50
E-1910-G050-G01.000 Convention and Vist.	E-1910-G050-G12.000 Village of Barnesville	\$3.68

**S30 OAKVIEW JUVENILE REHABILITATION**

FROM	TO	AMOUNT
E-8010-S030-S40.000 Grant Holding	E-8010-S030-S62.000 Printing	\$800.00

**S86 NORTHERN COURT-GEN SPEC PROJECTS**

FROM	TO	AMOUNT
E-1561-S086-S06.010 Supplies	E-1561-S086-S02.003 PERS	\$1,230.12
E-1561-S086-S06.010 Supplies	E-1561-S086-S03.006 Hospitalization	\$685.13
E-1561-S086-S06.010 Supplies	E-1561-S086-S05.005 Medicare	\$243.60

Upon roll call the vote was as follows:

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

**IN THE MATTER OF TRANSFERS BETWEEN FUND**

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

**A00 GENERAL FUND AND E01 COUNTY HEALTH**

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

**M75 PLACEMENT II AND M78 TITLE IV-E REIMBURSEMENT/JUVENILE COURT**

FROM	TO	AMOUNT
E-0400-M075-M04.000 Fringes	R-0400-M078-M02.500 Other Receipts	\$2,150.00

**S02 SHERIFF'S POLICING REVOLVING FUND AND GENERAL FUND**

FROM	TO	AMOUNT
E-5102-S002-S01.002 Salaries	E-0131-A006-A02.002 Salaries	\$32,909.00
E-5102-S002-S02.005 Medicare	E-0256-A014-A07.005 Medicare	\$483.47
E-5102-S002-S03.003 PERS	E-0131-A006-A13.003 PERS	\$5,675.30
E-5102-S002-S04.006 Hospitalization	E-0256-A014-A06.006 Group & Liability	\$5,349.24

**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	\$1,250.00

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**

**G50 LODGING EXCISE TAX**

E-1910-G050-G01.000	Convention and Visitors Bureau	\$147,501.74
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**\*\*NOVEMBER 8, 2023\*\***

**A00 GENERAL FUND**

E-0057-A006-F06.011	Veterinary Services	\$972.50
E-0111-A001-E02.002	Salary	\$1,250.00

**L01 SOIL CONSERVATION/BSWCD**

E-1810-L001-L01.002	Salaries	\$10,300.00
E-1810-L001-L11.003	PERS	\$2,000.00
E-1810-L001-L14.000	Other Expenses	\$3,000.00

**N42 OPWC/ENGINEER**

E9042-N042-N01.055	Construction Payments	\$107,174.42
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**S02 SHERIFFS POLICING REVOLVING FUND**

E-5102-S002-S01.002	Salaries	\$32,909.00
E-5102-S002-S02.005	Medicare	\$483.47
E-5102-S002-S03.003	PERS/SPRS	\$5,675.30
E-5102-S002-S04.006	Health Insurance	\$5,349.24

**S30 OAKVIEW JUVENILE REHABILITATION**

E-8010-S030-S54.000	Food	\$140.00
E-8010-S030-S55.010	Supplies	\$200.00

**S32 OAKVIEW JUVENILE-ACTIVITY FUND**

E-8012-S032-S00.000	Activity Fund	\$221.34
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**W80 PROSECUTOR’S-VICTIM ASSISTANCE PROGRAM**

E-1511-W080-P01.002	Salary	\$1,250.00
E-1511-W080-P02.010	Supplies	\$250.00
E-1511-W080-P03.000	Travel	\$28.00
E-1511-W080-P04.000	Other	\$132.00

**Y41 INDIGENT APPLICATION FEES/AUDITOR**

E-9841-Y041-Y01.000	Remit to State	\$262.20
E-9841-Y041-Y02.000	Remit to County	\$1,048.80

**Y42 RECOUPMENT FEES INDIGENT/AUDITOR**

E-9842-Y042-Y01.000	Remit to State	\$759.61
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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 November 8, 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. **GENERAL FUND ANIMAL SHELTER/SPECIFIED DONATIONS-\$972.50** deposited into R-0057-A006-A02.500 on various dates in 2023. *(This amount is above the 2023 estimated revenue for R-0057-A006-A02.500).*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY  
COMMISSIONERS RECEIVED AND REVIEWED THE MONTHLY  
FINANCIAL REPORT FOR THE MONTH OF OCTOBER 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:

- Monthly Financial Report for the month of October 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ACKNOWLEDGING BELMONT COUNTY  
COMMISSIONERS RECEIVED AND REVIEWED THE INTEREST REPORT  
AND INVESTMENT PORTFOLIO FOR THE MONTH OF OCTOBER 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 Treasurer’s Office:

- Interest Report and Investment Portfolio for the month of October 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:  
**SSOBC**-Centerville Senior Center employees to Wheeling, WV, on December 4, 2023, for a senior outing to Uncle Pete’s and Oglebay Festival of Lights. Martins Ferry Senior Center employees to Wheeling, WV, on December 4, 2023, for a senior outing to Perkins Restaurant and Oglebay Festival of Lights. Colerain Senior Center employees to Triadelphia, WV and Wheeling, WV, on December 7, 2023, for a senior outing to Olive Garden and Oglebay Festival of Lights. St. Clairsville Senior Center employees to Moundsville, WV, on December 8, 2023, for

a senior outing to the Strand Theatre. Barnesville Senior Center employees to Canonsburg, PA, on December 13, 2023, for a senior outing to Sarris Candies and surrounding area. Lansing Senior Center and St. Clairsville Senior Center employees to Steubenville, OH, on December 13, 2023, for a senior outing to The Nutcracker Village and Naples Spaghetti House. Flushing Senior Center employees to Wheeling, WV, on December 27, 2023, for a senior outing to Oglebay Festival of Lights and Applebee’s. County vehicles will be used for travel.  
**TREASURER**-Kathy Kelich and one office employee to Columbus, OH, on November 14-16, 2023, to attend the County Treasurer’s Association Fall Conference. Estimated expenses: \$1,200.00.

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 November 1, 2023.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF BOARDS’ REGULAR MEETING CHANGE**

Motion made by Mr. Dutton, seconded by Mr. Echemann to hold the board’s regular meeting at 9:00 a.m. on Tuesday, November 21, 2023, instead of Wednesday, November 22, 2023, due to the Thanksgiving holiday and to notify the media of the same.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING QUOTE FROM PAIGE COMPANY/RECORDS CENTER**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the quote from Paige Company, in the amount of \$3,770.00 for 1000 Miracle Boxes Letter/Legal size plus \$475.00 for shipping for the Belmont County Records Center.

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AUTHORIZING BELMONT COUNTY AUDITOR TO ESTABLISH A HEALTHY AGING GRANT FUND**

Motion made by Mr. Dutton, seconded by Mr. Echemann to authorize the Belmont County Auditor to establish a Healthy Aging Grant Fund for funds received from the U.S. Department of Treasury/State of Ohio.

*Note: The grant funds will be used to address social determinants of health and to foster improved quality of life for Older Ohioans.*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF AWARDING BID FOR ENGINEER’S PROJECT 23-6 BEL-CR10-22.09 SUPERSTRUCTURE REPLACEMENT TO SHELLY & SANDS, INC.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to award the bid for the Belmont County Engineer’s project 23-6 BEL-CR10-22.09 SUPERSTRUCTURE REPLACEMENT to the low bidder, Shelly & Sands, Inc., in the amount of \$1,633,090.18, based upon the recommendation of Terry Lively, Belmont County Engineer.

*Note: Engineer’s estimate: \$1,844,991.00*

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT NO. 40111 WITH TRC ENGINEERS INC/ENGINEER’S DEPARTMENT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter into Agreement No. 40111 with TRC Engineers Inc, on behalf of the Belmont County Engineer’s Department, in a not to exceed amount of \$132,817.23, for construction inspection, administration and testing on Project BEL-CR10-22.09 Superstructure Replacement, based upon the recommendation of Terry Lively, Belmont County Engineer.

**BELMONT COUNTY BOARD OF COMMISSIONERS  
AGREEMENT NO. 40111**

This Agreement No. 40111 entered into this 8<sup>th</sup> day of November, 2023, by and between the Belmont County Board of Commissioners, hereinafter referred to as the LPA, and TRC Engineers Inc, hereinafter referred to as the Consultant, with an office located at 1382 W Ninth St., Suite 400, Cleveland, Ohio 44113.

**W I T N E S S E T H:**

That the LPA and the Consultant, for the mutual considerations herein contained and specified, have agreed and do hereby agree as follows:

**CLAUSE I - WORK DESCRIPTION**

The Consultant agrees to perform Construction Inspection and keeping of records and documents, Construction Administration and Testing as may be authorized by the LPA for the bridge rehabilitation (superstructure replacement) project in Belmont County, Ohio, identified as BEL CR 10 22.09, PID 116179.

**CLAUSE II - INVOICE & PROJECT SCHEDULE**

The LPA and the Consultant agree to the attached Invoice & Project Schedule including the overall Agreement length, and Scheduled Submittal dates and Review Times set out in the Project Schedule.

The Consultant agrees to submit the completed Invoice & Project Schedule transmittal letter together with the updated Invoice & Project Schedule for all billing purposes for all Parts of this Agreement every thirty (30) days as follows:

- (a) Signed original transmittal letter and invoice (IPS) and three (3) copies of same.

**CLAUSE III - PRIME COMPENSATION**

The LPA agrees to compensate the Consultant for the performance of the Work specified in this Agreement as follows:

- Part 1: Construction Inspection.

Rates of Pay Compensation as authorized for each Classification delineated below plus non-salary direct costs. The maximum prime compensation shall not exceed One Hundred Thirty-Two Thousand Eight Hundred Seventeen Dollars and Twenty-Three Cents (\$132,817.23). All costs shall be included in the maximum prime compensation. Agreed Rates of Pay are established as follows:

<i>Firm Name</i>	<i>Classification</i>	<i>Hourly Rate</i>	<i>Overtime Premium Rate</i>
TRC Engineers Inc	Project Manager/CE2	\$133.35	\$133.35
	Project/Structure Inspector/CE1	\$88.30	\$129.57

Prime Compensations, only as agreed and by proper modification of this Agreement and authorized in writing by the LPA, may be added to or subtracted from under the authority of the Department of Transportation's "Specifications for Consulting Services, 2016 Edition".

CLAUSE IV - INCORPORATION BY REFERENCE

The following documents, or specified portions thereof, are hereby incorporated into and made a part of this Agreement as though expressly rewritten herein:

- (a) The Department of Transportation's "Specifications for Consulting Services, 2016 Edition".
- (b) The attached Scope of Services and PSI, Inc. Schedule of Fees & Services.
- (c) The Department of Transportation's Locally Administered Transportation Projects Manual of Procedures, LPA Construction Administration Chapter and appendices.
- (d) The Invoice & Project Schedule.
- (e) The most current Office of Budget and Management Travel Policy as published on the State of Ohio Website (<http://obm.ohio.gov/TravelRule/default.aspx>).

CLAUSE V - GENERAL PROVISIONS

Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

Additionally, it is expressly understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until such time as the expenditure of funds is certified by the Director of Budget and Management, pursuant to Section 126.07 of the Ohio Revised Code.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written by affixing the signature of the duly authorized officer of Consultant and the signature of the LPA.

TRC ENGINEERS INC  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

BELMONT COUNTY BOARD OF COMMISSIONERS

Jerry Echemann /s/  
Commissioner  
J. P. Dutton /s/  
Commissioner  
Josh Meyer /s/  
Commissioner

APPROVED AS TO FORM:

By: Jacob Manning /s/  
Title: Assistant Prosecuting Attorney  
Upon roll call the vote was as follows:

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

**IN THE MATTER APPROVING THE RENEWAL OF THE ONE-YEAR LEASE AGREEMENT WITH BELMONT COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES/MARTINS FERRY LOCATION**

Motion made by Mr. Echemann, seconded by Mr. Meyer to approve and authorize Commission President J. P. Dutton to sign the renewal of the one-year lease agreement with the Belmont County Department of Job and Family Services for the Martins Ferry location located at 302 Walnut Street, effective January 1, 2023, in the amount of \$27,415.00.

**2023 LEASE AGREEMENT**

The Board of County Commissioners of Belmont County, Ohio the Lessor, in consideration of the rents and covenants stipulated to be paid and performed by the Belmont County Department of Job & Family Services, Lessee, leases to the Lessee, the following premises:

Nine thousand eight hundred and sixty-one (9,861) square feet of office space in the building known as the **Martins Ferry Satellite Office** and located at **302 Walnut Street, Martins Ferry, Ohio 43935**.

For the term of one (1) year commencing on January 1, 2023 at a total cost of \$27,415.00, payable in eleven (11) monthly installments of \$2,284.58 and one (1) monthly installment of \$2,284.62 on the first day of each month, in advance, all rent being payable at the office of the Lessor, Belmont County Courthouse, St. Clairsville, Ohio.

The Lessor and Lessee agree as follows:

1. That the Lessee will pay the rent at the time and place and in the manner specified above;
2. That the Lessee will occupy the premises in a safe and proper manner;
3. That the Lessee will not assign this lease, nor sublet the premises, without the written consent of Lessor;
4. That the Lessee will make no alterations or additions in the premises without the written consent of Lessor;
5. That the Lessee will permit the Lessor, or agents of the Lessor, to enter upon the premises, at all reasonable times, to examine the condition of the premises and to make repairs;
6. That the Lessee will surrender and deliver up the premises at the end of the term, in as good order and condition as the premises are at the time of occupancy, reasonable use or natural wear and tear and damage by fire or unavoidable casualty, expected;
7. That any failure of the Lessor to enforce rights or seek remedies upon any default of the Lessee with respect to the obligations of the Lessee shall not prejudice or affect rights or remedies of the Lessor in the event of any subsequent default of the Lessee.
8. Lessor shall be held harmless by Lessee from any liabilities for damages to any person or any property in or upon the premises and the adjoining side walk and parking spaces allocated to use of Lessee, including the person and property of Lessee, and its employees and all persons in the building at its or their invitation. All property kept, stored and maintained in the premises shall be so kept, stored or maintained at the risk of Lessee. Lessee shall not suffer or give cause for the filing of any liens against the premises.
9. Lessee shall provide its own telephone connections and services upon the approval of Lessor.
10. Lessee agrees to pay in conjunction with capital costs and insurance, the actual operational costs which represent the Lessee's actual utility payments for electric, gas, water, and sewage directly to the vendor providing said services. In the event of termination of this lease, lessee agrees to pay to the date of termination, resulting in a cash settlement between the parties. Total capital costs and insurance costs are

- calculated from the annual Maximus Cost Allocation Plan. All utility payments are derived from actual billings from each individual provider.
- 11. This agreement may be terminated by either party with a sixty (60) day written notice by certified registered mail.
  - 12. The Lessee shall be responsible for maintenance service repairs and janitorial service.
  - 13. Lessor shall supply adequate parking spaces for use by Lessee’s employees and customers.
  - 14. If the Lessee breaches any of its agreements, or vacates the premises during the term for the highest obtainable rent and may recover from the Lessee any deficiency between the amount obtained and the rent reserved.
  - 15. If the premises, without any fault of the Lessee, are made unfit for occupancy by the elements, or other cause, the Lessee may surrender possession of the premises to the Lessor and terminate the lease.
  - 16. All rights and remedies under this lease shall be cumulative and not exclusive of any rights and remedies available at law or in equity.
  - 17. This lease and all its terms shall inure to the benefit of and be binding upon the legal successors in interest of Lessor and Lessee.
- The Lessor and Lessee have signed on the 8<sup>th</sup> day of November, 2023, at St. Clairsville, Ohio.

J. P. Dutton /s/  
J. P. Dutton, President  
Belmont County Board of Commissioners  
Lessor

Jeffery L. Felton /s/  
Jeffery Felton, Director  
Belmont County Dept. of Job & Family Services  
Lessee

Approved as to form:  
Jacob Manning /s/  
Jacob Manning  
Belmont County Assistant Prosecutor

Upon roll call the vote was as follows:

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

**IN THE MATTER OF ENTERING INTO AGREEMENT WITH GREAT LAKES COMMUNITY ACTION PARTNERSHIP/WATER AND SEWER DISTRICT**

Motion made by Mr. Echemann, seconded by Mr. Meyer to authorize Commission President J. P. Dutton to sign and enter into agreement with Great Lakes Community Action Partnership, on behalf of the Belmont County Water and Sewer District, in the not to exceed amount of \$1,900.00, for GIS training for the Mapping Department, based upon the recommendation of Kelly Porter, Water and Sewer District Director.

*Note: The cost will be paid out of the District’s Water Revenue Fund. The training will allow for more accurate record keeping of the District’s newly formulated GIS mapping.*



**INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is made this NOVEMBER 8, 2023, between Belmont County Water & Sewer District ("Client"), with a principal place of business at PO Box 457, Clairsville, Ohio 43950 and Great Lakes Community Action Partnership ("Contractor"), of 127 South Front Street, Fremont, Ohio 43420.

**ARTICLE I - TERM OF CONTRACT**

This Agreement will become effective October 26, 2023 and will continue in effect through November 26, 2023 unless terminated sooner as provided in Article VI of this Agreement.

**ARTICLE II - SERVICES TO BE PERFORMED BY CONTRACTOR**

1. Independent Contractor. Subject to the terms and conditions of this Agreement, the Client hereby engages the Contractor as an independent contractor to perform the services set forth herein, and the Contractor hereby accepts such engagement.
2. Specific Services. Contractor agrees to perform the services specified in the "Scope of Services" attached as Exhibit "A" to this Agreement and incorporated in this Agreement by reference. Said "Scope of Service" may be amended in writing from time to time.
3. Method of Performing Services. Contractor will determine the method, details, and means of performing the services described in the Specific Services section. Client may specify only the results desired in regard to the specified services.

**ARTICLE III - COMPENSATION**

4. Compensation. Full compensation for the services rendered pursuant to this Agreement shall be as set forth on the Scope of Services.

**ARTICLE IV - OBLIGATIONS OF CONTRACTOR**

5. Minimum Amount of Service. Contractor agrees to devote such hours as are necessary to satisfy the obligations set forth in the "Scope of Services".
6. Tools and Instrumentalities. Contractor will supply all tools and instrumentalities required to perform the services under this Agreement.
7. Waiver of Claims. The Client shall not be liable for, and Contractor hereby waives all claims against the Client, its officers, directors, members, employees and agents, for loss or damage to Contractor's personal property, or for injury to or death of persons due to theft, fire, flood, burglary, vandalism, or any other cause whatsoever, incurred in connection with the services provided hereunder, except to the extent caused by the Client's gross negligence or willful misconduct.
8. Assignment by Contractor. Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Contractor, nor shall Contractor delegate the performance of any of the duties hereunder without the prior written consent of Client.

**ARTICLE V - OBLIGATIONS OF CLIENT**

9. Cooperation of Client. Client agrees to comply with all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement.
10. Assignment by Client. Neither this Agreement nor any duties, obligations or rights under this Agreement may be assigned by Client, nor shall Client delegate the performance of any of Client's duties hereunder without the prior written consent of Contractor.

**ARTICLE VI - TERMINATION OF AGREEMENT**

11. Termination on Notice. Notwithstanding any other provision of this Agreement, either party may terminate this Agreement at any time by giving thirty (30) days written notice to the other party.
12. Termination on Occurrence of Stated Events. This Agreement shall terminate automatically on the occurrence of any of the following events:
- A. Death, Total Incapacity or Dissolution of Contractor;
  - B. Assignment of this Agreement by either party without the consent of the other party;
  - C. Conviction of the Contractor of any crime that, in the reasonable opinion of the Client, may adversely affect the good will, operation or interest of the Client;
  - D. Contractor damages or misappropriates the Client's property or funds.
13. Termination by Client for Default of Contractor. If Contractor defaults in the performance of this Agreement, fails or refuses to comply with the Client's written policies or to reasonably perform thereunder, is guilty of misconduct in connection with performance hereunder, or materially breaches any of this Agreement's provisions, Client, at Client's option, may terminate this Agreement by giving written notification to Contractor.
14. Termination by Contractor for Default of Client. If Client defaults in the performance of this Agreement or materially breaches any of its provisions, Contractor, at Contractor's option, may terminate this Agreement by giving written notification to Client.
15. Termination for Failure to Make Payments. If Client fails to pay Contractor all or any part of the compensation set forth in Article III of this Agreement on the date due, Contractor, at Contractor's option, may terminate this Agreement if the failure is not remedied by Client within fifteen (15) days after notice from Contractor that payment is overdue.

**ARTICLE VII - GENERAL PROVISIONS**

16. Notifications. Any and all notices, demands, or other communications required or desired to be given by either party may be effected either by personal delivery in writing, or by registered or certified mail, with postage prepaid and with return receipt requested. Mailed and emailed notices shall be addressed to the parties at the addresses listed below. Notices, demands or communications delivered personally or by email will be deemed communicated at the time of delivery. Mailed notices will be deemed communicated five days after mailing. The addresses are as follows:

<b>Contractor:</b> Great Lakes Community Action Partnership PO Box 590 127 South Front Street Fremont, Ohio 43420	<b>Client:</b> Belmont County Water & Sewer District PO Box 457 St. Clairsville, OH 43950 Email: becca.hughes@belmontcountywater.com
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Each party may change its address for purposes of this section by giving written notice in the manner provided above.

17. Entire Agreement of Parties. This Agreement supersedes any and all agreements, both written and oral, between the parties with respect to the rendering of services by Contractor for Client, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises, or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement.
18. Equal Employment Opportunity. Contractor will remain in compliance with the Equal Employment Opportunity Act, as amended.
19. Partial Invalidity. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall nevertheless remain in full force and effect.



20. Waiver of Breach. The waiver by either Client or Contractor of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Client or Contractor.
21. Payment of Monies Due Deceased Contractor. If Contractor dies or is dissolved prior to completion of this Agreement, any moneys that may be due to Contractor from Client for services rendered prior to the date of death or dissolution shall be paid to Contractor's executors, administrators, heirs, personal representatives, successors, or assigns.
22. Arbitration. Any controversy or claim arising out of or relating to this Agreement or the breach of this Agreement will be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment on the arbitration award may be entered in any court of competent jurisdiction.
23. Relationship of Parties. The parties intend that Contractor shall be an independent contractor for Client under this Agreement. Since Client is interested only in the results to be achieved, Contractor shall have full discretion in the management of his operations and the performance of his obligations hereunder. Contractor is not to be considered an agent or employee of Client for any purpose, and Contractor acknowledges that nothing contained in this Agreement shall be deemed or construed to create an employment, partnership or joint venture relationship or any association or relationship other than that of an independent contractor. Contractor shall be responsible for all federal, state and local taxes, including any employment taxes and Workers' Compensation or unemployment compensation costs, associated with his services.
24. Headings. Section headings are not to be considered a part of this Agreement and are not intended to be a full and accurate description of the contents hereof.
25. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless in writing signed by the parties hereto.
26. Governing Law. The laws of the State of Ohio shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

IN WITNESS WHEREOF the undersigned have executed this Agreement at Fremont, Ohio as of the date first written above. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Great Lakes Community Action Partnership

By: Kristin Woodall  
Kristin Woodall  
Director, Community Development  
Date: 2023-10-30

Belmont County Water & Sewer District

By: J.P. Dutton  
J.P. Dutton  
County Commissioner  
Date: 11-8-23

Contact Email: becca.hughes@belmontcountywater.com

APPROVED AS TO FORM:

M. H. Hughes, Assistant Prosecuting Attorney  
PROSECUTOR TORNEY

Upon roll call the vote was as follows:

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

RECESS

**IN THE MATTER OF ENTERING EXECUTIVE SESSION AT 9:45 A.M.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to enter executive session with Katie Bayness, HR Administrator, pursuant to ORC 121.22(G)(1) Personnel Exception to consider the employment of public employees.

Upon roll call the vote was as follows:

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



**IN THE MATTER OF ADJOURNING EXECUTIVE SESSION AT 11:08 AM.**

Motion made by Mr. Dutton, seconded by Mr. Echemann to exit executive session at 11:08 a.m.  
Upon roll call the vote was as follows:

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

Mr. Dutton said there is are seven motions to be considered at this time as a result of executive session.

**IN THE MATTER OF APPROVING THE PROMOTION OF JOHN YAGER  
FROM FULL-TIME UTILITY WORKER TO FULL-TIME EQUIPMENT  
OPERATOR/WATER AND SEWER DISTRICT**

Motion made by Mr. Dutton, seconded by Mr. Echemann to approve the promotion of John Yager from full-time Utility Worker to full-time Equipment Operator at Belmont County Water and Sewer District, effective November 12, 2023  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF APPROVING MOVING MICHAEL WONSKI FROM  
FULL-TIME COLLECTION SYSTEM OPERATOR TO FULL-TIME WASTEWATER  
TREATMENT PLANT OPERATOR/WATER AND SEWER DISTRICT**

Motion by Mr. Dutton, seconded by Mr. Echemann to approve moving Michael Wonski from a full-time Collection System Operator to a full-time Wastewater Treatment Plant Operator In Training at Belmont County Water and Sewer District, effective November 12, 2023.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING NICHOLAS MATERKOSKI  
AS FULL-TIME UTILITY WORKER/WATER AND SEWER DISTRICT**

Motion by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Nicholas Materkoski as a full-time Utility Worker at Belmont County Water and Sewer District, effective November 6, 2023.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING BRYAN FOX JR.  
AS FULL-TIME UTILITY WORKER/WATER AND SEWER DISTRICT**

Motion by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Bryan Fox Jr. as a full-time Utility Worker at Belmont County Water and Sewer District, effective November 6, 2023.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING DOMINIC MEMMO  
AS FULL-TIME UTILITY WORKER/WATER AND SEWER DISTRICT**

Motion by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Dominic Memmo as a full-time Utility Worker at Belmont County Water and Sewer District, effective November 6, 2023.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING LANEY YOCUM,  
AS FULL-TIME DISPATCHER/911**

Motion by Mr. Dutton, seconded by Mr. Echemann to approve the hire of Lanee Yocum as a full-time Dispatcher at Belmont County 911, effective November 13, 2023.  
Upon roll call the vote was as follows:

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

**IN THE MATTER OF HIRING WILLIAM TOOTHMAN  
AS FULL-TIME UNIT SUPPORT WORKER FLOATER/SSOBC**

Motion by Mr. Dutton, seconded by Mr. Echemann to approve the hire of William Toothman as a full-time Unit Support Worker Floater for Belmont County Water and Sewer District, effective November 13, 2023.  
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 1:11 P.M.**  
Motion made by Mr. Dutton, seconded by Mr. Echemann to adjourn the meeting at 1:11 p.m.  
Upon roll call the vote was as follows:

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

Read, approved and signed this 15th day of November, 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